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Program Name: IBM QuickFile V1.1

Program Number: 5725-F81

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acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils

busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod

initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod

mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time

trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

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User Value Unit Conversion Table

From 1 to 2,500 Users, 1.0 UVU per User

From 2,501 to 10,000 Users, 2,500 UVUs plus 0.8 UVUs per User above 2,500

From 10,001 to 50,000 Users, 8,500 UVUs plus 0.6 UVUs per User above 10,000

From 50,001 to 150,000 Users, 32,500 UVUs plus 0.4 UVUs per User above 50,000

For more than 150,000 Users, 72,500 UVUs plus 0.2 UVUs per User above 150,000

Program-unique Terms

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程序名称: IBM QuickFile V1.1
程序号: 5725-F81

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以下是单独许可代码：

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils

e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih

libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils

polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios

tar
which
syslog-ng

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用户价值单元转换表

1 到 2,500 个用户，每个用户 1.0 个 UVU

2,501 到 10,000 个用户，2,500 个 UVU + 2,500 以上每个用户 0.8 个 UVU

10,001 到 50,000 个用户，8,500 个 UVU + 10,000 以上每个用户 0.6 个 UVU

50,001 到 150,000 个用户，32,500 个 UVU + 50,000 以上每个用户 0.4 个 UVU

超过 150,000 个用户，72,500 个 UVU + 150,000 以上每个用户 0.2 个 UVU

程序特别条款

1. 费用及许可使用管理

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该虚拟映像包含一份 VMware Tools 的副本，这是 VMware 作为您的 VMware ESXi 许可的一部分向您提供的许可。您了解并同意对 VMware Tools 软件包的使用遵循该许可。要了解有关 VMware ESXi 软件或 VMware Tools 组件的任何信息，请访问 <http://www.vmware.com/>。

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程式名稱：IBM QuickFile V1.1

程式編號：5725-F81

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程式之規格載明於本程式通知函之統稱「說明與技術資訊」章節中。

獨立授權程式碼

倘規範本授權合約之國家/地區法令認定本段落之條款無效或無法執行，則不適用。下列每一個元件被視為「獨立授權程式碼」。依訂於檢附於本程式之 NON_IBM_LICENSE 檔內適用第三人授權合約條款之規定，授予被授權人 IBM「獨立授權程式碼」。縱使於本合約或被授權人可能與 IBM 所簽署之任何其他合約有任何條款，但除非以下另有規定者，否則該等第三人授權合約之條款規範被授權人之所有一切「獨立授權程式碼」之使用行為。

未來之程式更新或修正程式可能包含額外之「獨立授權程式碼」，該等額外「獨立授權程式碼」及相關之授權列於另一份檢附於本程式更新或修正程式之 NON_IBM_LICENSE 檔內。被授權人承認被授權人業已閱讀並同意內含於 NON_IBM_LICENSE 檔之授權合約。若被授權人不同意該等第三人授權合約之條款，則被授權人不得使用「獨立授權程式碼」。

凡依「國際程式授權合約」（"IPLA"）或「國際程式授權合約 - 無保證程式」（"ILAN"）取得之程式，且被授權人為該程式原始被授權人者，若被授權人不同意第三人授權合約，被授權人須依照 IBM 合約內之「退款保證」一節內之條款，且於合約載明之時限內，退還本程式。

附註：縱使於第三人授權合約、本合約或被授權人可能與 IBM 所簽署之任何其他合約有任何條款：

- (a) IBM 提供本「獨立授權程式碼」予被授權人，不附帶任何保證；
- (b) 就「獨立授權程式碼」而言，IBM 不提供任何明示及默示之保證與擔保，其中包括且不限於所有權、無侵權行為或干擾之保證，以及適售性與符合特殊目的之默示保證與擔保；

- (c) 凡因「獨立授權程式碼」所致或與其相關之任何主張，IBM 對於被授權人均不負責，亦不予以辯護、賠償或使其免受損害；且
- (d) 凡與「獨立授權程式碼」相關之任何直接、間接、附隨、特殊、懲罰性或衍生之損害，包括且不限於資料滅失、盈餘損失、營利損失，IBM 概不負責。

縱使有此等排除條款，在德國及奧地利，IBM 對「獨立授權程式碼」之保證與責任，僅由適用於德國與奧地利之 IBM 授權合約個別條款所拘束。

附註：IBM 得就某些「獨立授權程式碼」提供有限支援，若可取得此等支援，關於此等支援之詳細資料與任何額外條款將於本授權手冊中明文規定。

下列為「獨立授權程式碼」：

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod

drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptool
libgcrypt
libgpg-error
libidn
libmverbs

libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth

pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios

tar
which
syslog-ng

原始碼元件及範例著作物

本程式可能內含若干原始碼格式之元件（「原始碼元件」）及其他標示為「範例著作物」之著作物。於本合約規定之授權使用限制範圍內，被授權人僅限基於內部使用之目的而複製及修改原始碼元件及範例著作物，但被授權人不得更改或刪除原始碼元件或範例著作物所含任何著作權資訊或注意事項。IBM 對於原始碼元件及範例著作物之提供，不含支援義務，並以「現狀」提供，不提供任何明示或默示之保證，包括但不限於所有權、未涉侵權或未涉干擾之保證，以及適售性與符合特定目的之默示保證及條件。

進出口限制

本程式可能內含加密法。將本程式移轉予使用者或供其使用之行爲，可能被禁止或應受進出口法律、規章或政策之規範，包括美國出口管理條例 (United States Export Administration Regulations)。被授權人應負完全責任以遵守有關本程式之出口、進口或使用之一切適用法律、規章及政策，包括但不限於美國之出口或再出口限制。如需取得本程式之出口分類資訊，請參閱 <https://www.ibm.com/products/exporting/> 之網站內容。

使用者價值單元 (UVU)

「使用者價值單元 (UVU)」係本程式之授權計量單位。UVU 權利證明書係以特定程式之使用者數量與類型為基礎。被授權人應依下表指定之方式，為被授權人環境所需之 UVU 數量取得足夠之授權數量。UVU 授權係本程式及該使用者類型之專屬授權，不得與其他程式或使用者類型之 UVU 授權交換、對調或累計。

虛擬伺服器

「虛擬伺服器」係指本程式之授權計量單位。單一「伺服器」係指由處理裝置、記憶體及輸入/輸出功能組成，並為一或多個使用者或用戶端裝置執行所需之程序、指令或應用程式之一具實體電腦。就已運用框架、刀鋒伺服器基座或其他類似設備而言，每一個具備所需元件之可分離實體裝置（例如：刀鋒伺服器或裝有框架之裝置），均被單獨視為個別伺服器。稱「虛擬伺服器」者，係指藉由分割 (partitioning) 可供實體伺服器或未分割實體伺服器使用之資源而建立之虛擬伺服器。不論該虛擬伺服器中之處理器核心或該虛擬伺服器上之本程式複本數量為何，被授權人需取得供本程式使用之各虛擬伺服器之虛擬伺服器授權。

一般收費條款

1. 累計授權

「使用者價值單位」及「虛擬伺服器」授權並非本程式授權之替代方式。被授權人應取得足以涵蓋本程式使用者之「使用者價值單位」授權數量，並應為相關伺服器取得適當數量之「虛擬伺服器」授權。

2. 使用者價值單位授權

計算 UVU 時之「使用者」，係指「員工」。「員工」係指受僱於被授權人企業內之特定個人，或指由被授權人企業付予薪資或代表被授權人企業行使行為，且有權透過任何方法直接或間接（例如：透過多工程式、裝置或應用程式伺服器）存取本程式之特定個人。員工授權係該「員工」專用，不得與他人共用，除非將授權以永久轉讓方式轉讓予第三人，否則亦不得再讓與任何他人。

使用者價值單位轉換表

1 至 2,500 位使用者：每位使用者 1.0 個 UVU

2,501 至 10,000 位使用者：以 2,500 個 UVU 為基數，逾 2,500 位使用者之部分，每位使用者另加 0.8 個 UVU

10,001 至 50,000 位使用者：以 8,500 個 UVU 為基數，逾 10,000 位使用者之部分，每位使用者另加 0.6 個 UVU

50,001 至 150,000 位使用者：以 32,500 個 UVU 為基數，逾 50,000 位使用者之部分，每位使用者另加 0.4 個 UVU

逾 150,000 位使用者：以 72,500 個 UVU 為基數，逾 150,000 位使用者之部分，每位使用者另加 0.2 個 UVU

程式特別條款

1. 計費及授權使用管理

授權使用管理軟體可用於監督遵循情形。貴客戶應該保留原始產品和所有 Passport Advantage 文件作為權利證明書。

本程式中任何其他元件部分均不需另外取得個別的伺服器或用戶端授權，包括 Information Center、MQ Resource Adapter 及 MQ Explorer。

2. VMware

此虛擬映像檔內含一份 VMware 工具，該份軟體之授權由 VMware 提供，以作為貴客戶 VMware ESXi 授權之一部分。貴客戶瞭解並同意，VMware 工具套件之使用受前項 VMware 授權之拘束。如需有關 VMware ESXi 軟體或 VMware 工具元件之任何資訊，請參閱 <http://www.vmware.com/>。

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Název Programu: IBM QuickFile V1.1

Číslo Programu: 5725-F81

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Níže je uveden Samostatně licencovaný kód:

```
acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
```

bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2

gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod

microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat

sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Komponenty ve vzorovém kódu a Vzorové materiály

Program může obsahovat některé komponenty ve formě zdrojového kódu ("Komponenty ve zdrojovém kódu") a jiné materiály označované jako Vzorové materiály. Držitel licence smí kopírovat a měnit Komponenty ve zdrojovém kódu a Vzorové materiály pouze pro interní užívání a pouze pod podmínkou, že toto užívání bude v souladu s omezeními licenčních oprávnění stanovenými touto Smlouvou. Držitel licence však nesmí měnit ani odstraňovat žádné informace nebo výhrady týkající se autorských práv obsažené v Komponentách ve zdrojovém kódu nebo ve Vzorových materiálech. IBM poskytuje tyto Komponenty ve zdrojovém kódu a Vzorové materiály bez závazku podpory a "JAK JSOU", BEZ ZÁRUKY JAKÉHOKOLIV DRUHU, VYJÁDŘENÉ VÝSLOVNĚ ČI VYPLÝVAJÍCÍ Z OKOLNOSTÍ, VČETNĚ ZÁRUKY VLASTNICTVÍ, NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO DANÝ ÚČEL.

Omezení vývozu a dovozu

Tento Program může obsahovat funkci šifrování. Převod Programu na uživatele nebo jeho užívání ze strany uživatelů mohou být zakázány nebo mohou podléhat vývozním nebo dovozním zákonům, nařízením či směrnicím, včetně vývozních nařízení Spojených států amerických. Držitel licence nese veškerou odpovědnost za dodržování všech příslušných zákonů, nařízení a směrnic týkajících se vývozu, dovozu nebo užívání tohoto Programu, včetně – nikoliv však pouze – omezení vývozu a zpětného vývozu platných ve Spojených státech amerických. Vývozní klasifikaci tohoto Programu získáte na webových stránkách: <https://www.ibm.com/products/exporting/>.

Jednotka UVU

Jednotka UVU (User Value Unit) je měrnou jednotkou, na jejímž základě může být Program licencován. Oprávnění pro jednotky UVU jsou založena na počtu a typu Uživatelů daného Programu. Držitel licence je povinen zakoupit si dostatečný počet oprávnění pro počet jednotek UVU nezbytný pro prostředí Držitele licence, jak je uvedeno v tabulce níže. Oprávnění pro jednotky UVU jsou specifická pro Program a pro typ uživatele a nelze je vyměňovat, vzájemně zaměňovat nebo kumulovat s oprávněními pro jednotky UVU v rámci jiného programu nebo typu uživatele.

Virtuální server

Virtuální server je měrnou jednotkou, na jejímž základě může být Program licencován. Server je fyzický počítač, který se skládá z procesních jednotek, paměti a funkcí vstupu a výstupu a který provádí požadované procedury, příkazy nebo aplikace pro jednoho či několik uživatelů nebo klientských zařízení. V případech, kdy jsou využívány stojany (rack), skříně pro servery typu "blade" anebo jiné podobné vybavení, je každé samostatné fyzické zařízení (například blade server nebo zařízení montované do stojanu (rack)) obsahující požadované komponenty považováno za samostatný server. Virtuální server je buď virtuální počítač, který byl vytvořen rozdělením prostředků, jež má fyzický server k dispozici, anebo nerozdělený fyzický server. Držitel licence si pro každý virtuální server, který je dostupný pro Program, bez ohledu na počet procesorových jader ve virtuálním serveru nebo na počet kopií Programu na virtuálním serveru, musí opatřit oprávnění pro Virtuální server.

Všeobecné podmínky pro účtování poplatků

1. Kumulativní oprávnění

Oprávnění na základě jednotek UVU a oprávnění Virtuální server nejsou alternativou k licencování Programu. Držitel licence musí získat takový počet oprávnění na základě jednotek UVU, který je postačující pro pokrytí všech uživatelů Programu, a rovněž odpovídající počet oprávnění pro Virtuální server pro relevantní servery.

2. Licencování na základě jednotek UVU (User Value Unit)

Uživatelé pro účely výpočtu jednotek UVU je Zaměstnanec. Zaměstnanec (Employee) je jedinečná osoba zaměstnaná v Podniku Držitele licence nebo jedinečná osoba jiným způsobem placená Podnikem Držitele licence nebo jej zastupující či jeho jménem jednající, které je udělen přístup k Programu jakýmkoliv způsobem, ať už přímo či nepřímo (například prostřednictvím multiplexovacího programu, zařízení nebo aplikačního serveru). Oprávnění pro Zaměstnance je jedinečné pro daného Zaměstnance a nesmí být sdíleno ani postoupeno na jinou osobu; výjimkou je případ, kdy se jedná o trvalý převod oprávnění na jinou osobu.

Převodní tabulka pro licencování na základě jednotek UVU (User Value Unit)

1 až 2 500 Uživatelů: 1 jednotka UVU na každého Uživatele

2 501 až 10 000 Uživatelů: 2 500 jednotek UVU plus 0,8 jednotky UVU na každého Uživatele nad 2 500 Uživatelů

10 001 až 50 000 Uživatelů: 8 500 jednotek UVU plus 0,6 jednotky UVU na každého Uživatele nad 10 000 Uživatelů

50 001 až 150 000 Uživatelů: 32 500 jednotek UVU plus 0,4 jednotky UVU na každého Uživatele nad 50 000 Uživatelů

Více než 150 000 Uživatelů: 72 500 jednotek UVU plus 0,2 jednotky UVU na každého Uživatele nad 150 000 Uživatelů

Podmínky specifické pro Program

1. Licenční poplatky a správa licencí

K monitorování správného počtu licencí se používá software License Use Management. Váš původní produkt a všechny dokumenty týkající se programu Passport Advantage jste povinni uschovat jako Váš dokument o oprávnění (Proof of Entitlement).

K licencování jakékoliv jiné komponenty Programu, včetně aplikací Informační centrum, MQ Resource Adapter a MQ Explorer nejsou vyžadována žádná samostatná oprávnění k serverům nebo klientům.

2. VMware

Tento Virtuální obraz zahrnuje kopii komponenty VMware Tools, na kterou Vám společnost VMware poskytla licenci v rámci Vaší licence na produkt VMware ESXi. Berete na vědomí a souhlasíte s tím, že na užívání balíku VMware Tools se vztahuje tato licence. Bližší informace týkající se softwaru VMware ESXi nebo komponenty VMware Tools naleznete na adrese <http://www.vmware.com/>.

INFORMATIONS SUR LA LICENCE

Les dispositions suivantes s'ajoutent à celles contenues dans le document IBM Conditions Internationales d'Utilisation de Logiciel (référence IBM : Z125-3301-14), pour l'utilisation des Logiciels indiqués ci-dessous.

Nom du Logiciel : IBM QuickFile V1.1

Référence du Logiciel : 5725-F81

Tel que décrit dans les Conditions Internationales d'Utilisation de Logiciel ("IPLA") et dans le présent document Informations sur la Licence, IBM concède au Détenteur de la Licence un droit limité pour utiliser le Logiciel. Ce droit est limité au niveau d'Utilisation Autorisée, telle qu'une Unité de Valeur par Coeur Processeur ("PVU"), l'Unité de Valeur ("VU") ou tout autre niveau d'utilisation spécifié, payé par le Détenteur de la Licence comme en témoigne l'Autorisation d'Utilisation. L'utilisation par le Détenteur de la Licence peut également être limitée à une machine spécifiée, ou à une utilisation en tant que Logiciel Auxiliaire, ou être soumise à d'autres restrictions. Si que le Détenteur de la Licence n'a pas payé la totalité de la valeur économique du Logiciel, aucune autre utilisation n'est autorisée sans le paiement de frais supplémentaires. En outre, comme indiqué dans l'IPLA, le Détenteur de la Licence n'est pas autorisé à utiliser le Logiciel pour fournir des services informatiques commerciaux à une tierce partie, pour fournir un hébergement ou un partage de temps commercial, ou pour accorder des sous-licences pour le Logiciel ni pour le louer, sauf indication contraire expresse dans les contrats applicables au titre desquels le Détenteur de la Licence a obtenu les Autorisations d'Utilisation du Logiciel. Des droits supplémentaires pourront être concédés au Détenteur de la Licence sous réserve du paiement des frais supplémentaires ou sous des conditions différentes ou supplémentaires. Ces droits supplémentaires seront concédés au Détenteur de la Licence à la seule discrétion d'IBM.

Les spécifications de ce Logiciel se trouvent dans les sections collectives "Description" et "Technical Information" des Lettres d'annonce dudit Logiciel.

Code sous Licence Distincte

Les dispositions du présent paragraphe s'appliquent, sauf si elles sont considérées comme non valables ou inapplicables dans le cadre de la loi en vigueur régissant la présente licence. Chacun des composants répertoriés ci-dessous doit être considéré comme du "Code sous Licence Distincte". Le Code sous Licence Distincte est concédé sous licence au Détenteur de la Licence par IBM dans le cadre des dispositions du contrat de licence tiers applicable indiqué dans le(s) fichier(s) NON_IBM_LICENSE joint(s) au Logiciel. Nonobstant toute disposition du Contrat ou de tout autre contrat conclu entre le Détenteur de la Licence et IBM, les dispositions de ce contrat de licence tiers régissent l'utilisation de l'intégralité du Code sous Licence Distincte par le Détenteur de la Licence, sauf indication contraire ci-après.

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(c) IBM ne pourra être tenue responsable envers le Détenteur de la Licence ni ne l'indemniser pour toute réclamation relative au Code sous Licence Distincte ; et

(d) IBM ne pourra être tenue responsable pour toute demande d'indemnisation ou pour tout dommage direct et indirect, accessoire, particulier, à titre d'exemple, à caractère répressif (notamment perte de bénéfices, de revenus, d'économies escomptées, d'activité commerciale) ou tout autre dommage lié au Code sous Licence Distincte.

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Les composants suivants sont du Code sous Licence Distincte :

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk

gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim

lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools

rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Composants Source, Échantillons et Exemples

Le Logiciel peut contenir des composants inclus sous la forme de code source ("Composants Source") ainsi que d'autres éléments appelés Échantillons et Exemples. Le Détenteur de la Licence est autorisé à copier et modifier les Composants Source ainsi que les Échantillons et Exemples à des fins internes, sous réserve que ladite utilisation reste dans les limites des droits de licence concédés au titre du présent Contrat et ce, à condition que le Détenteur de la Licence ne modifie ni ne supprime

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Restrictions à l'exportation et à l'importation

Le Logiciel peut contenir une cryptographie. L'utilisation du Logiciel par, ou son transfert à, des utilisateurs d'autres pays peut être interdit ou soumis à des lois, réglementations ou politiques en matière d'exportation ou d'importation, y compris les lois sur l'exportation et l'importation du Ministère du Commerce américain (U.S. Export Administration Regulations). Le Détenteur de la Licence s'engage formellement à respecter l'ensemble des lois, réglementations et politiques en vigueur relatives à l'importation, l'exportation ou l'utilisation du Logiciel, y compris, mais de façon non limitative, les restrictions en vigueur aux États-Unis relatives aux exportations et aux réexportations. La classification d'exportation de ce Logiciel est disponible à l'adresse suivante : <https://www.ibm.com/products/exporting/>.

Unité de Valeur par Utilisateur (UVU)

Le terme "Unité de Valeur par Utilisateur (UVU)" désigne l'unité de mesure par laquelle le Logiciel peut être concédé sous licence. Les Autorisations d'Utilisation du Logiciel par Unité de Valeur par Utilisateur sont calculées en fonction du nombre spécifique et du type d'Utilisateurs pour ledit Logiciel. Le Détenteur de la Licence doit se procurer le nombre d'Autorisations d'Utilisation du Logiciel approprié pour le nombre d'Unités de Valeur par Utilisateur requises vis-à-vis de l'environnement qu'il possède, tel qu'indiqué dans le tableau ci-dessous. Les Autorisations d'Utilisation par Unité de Valeur par Utilisateur sont spécifiques au Logiciel et au type d'utilisateur ; elles ne peuvent en aucun cas être échangées, remplacées ou regroupées avec les Autorisations d'Utilisation par Unité de Valeur par Utilisateur d'un autre Logiciel ou d'un autre type d'utilisateur.

Serveur virtuel

Le terme "Serveur virtuel" désigne une unité de mesure par laquelle le Logiciel peut être concédé sous licence. Le terme "Serveur" désigne un ordinateur physique constitué d'unités de traitement, de mémoire et de fonctions d'entrée-sortie, et qui exécute les procédures, les commandes ou les applications demandées pour un ou plusieurs utilisateurs ou unités client. Lorsque les armoires, les boîtiers de lames ou tout autre matériel similaire est utilisé, chaque unité physique distincte (lame ou unité montée en armoire, par exemple) qui dispose des composants requis est considérée comme un serveur à part entière. Un Serveur virtuel est soit un ordinateur virtuel créé à partir du partitionnement des ressources résidant sur un

Serveur physique, soit un serveur physique non partitionné. Le Détenteur de la Licence doit acquérir une Autorisation d'Utilisation de type Serveur Virtuel pour chaque serveur virtuel mis à la disposition du Logiciel, quel que soit le nombre de Cœurs Processeur résidant dans le serveur virtuel et quel que soit le nombre d'exemplaires du Logiciel présents sur le serveur virtuel.

Dispositions Générales relatives aux Redevances

1. Cumul d'Autorisations d'Utilisation du Logiciel

La licence du Logiciel est concédée via la combinaison des mesures Unité de Valeur Utilisateur et Serveur Virtuel. Le Détenteur de la Licence doit obtenir un nombre suffisant d'Autorisations d'Utilisation de type Unité de Valeur Utilisateur pour les utilisateurs du Logiciel, ainsi qu'un nombre approprié d'Autorisations d'Utilisation de type Serveur Virtuel pour les serveurs appropriés.

2. Concession de licence par Unité de Valeur Utilisateur

Dans le cadre des licences par Unités de Valeur Utilisateur (UVU), l'Utilisateur est un Employé. Un Employé désigne un individu, membre du personnel de l'Entreprise du Détenteur de la Licence ou un individu rémunéré par ou agissant d'une quelconque façon pour le compte de l'Entreprise du Détenteur de la Licence, accédant au Logiciel, directement ou indirectement (par exemple, via un logiciel de multiplexage, un périphérique ou un serveur d'applications) par quelque moyen que ce soit. L'Autorisation d'Utilisation d'un Employé est unique et ne peut pas être partagée ni réaffectée à d'autres fins que le transfert définitif de ladite Autorisation d'Utilisation à un autre individu.

Table de conversion des unités de valeur Utilisateur

De 1 à 2 500 Utilisateurs, 1,0 UVU par Utilisateur

De 2 501 à 10 000 Utilisateurs, 2 500 UVU plus 0,8 UVU par Utilisateur au-delà de 2 500

De 10 001 à 50 000 Utilisateurs, 8 500 UVU plus 0,6 UVU par Utilisateur au-delà de 10 000

De 50 001 à 150 000 Utilisateurs, 32 500 UVU plus 0,4 UVU par Utilisateur au-delà de 50 000

Pour plus de 150 000 Utilisateurs, 72 500 UVU plus 0,2 UVU par Utilisateur au-delà de 150 000

Dispositions particulières au Logiciel

1. Gestion des redevances et de l'Utilisation des licences

Le logiciel License Use Management est utilisé pour contrôler le respect des obligations. Vous devez conserver le produit d'origine, ainsi que tous les documents relatifs au Contrat Passport Advantage car ils constituent l'Autorisation d'Utilisation du Logiciel.

Aucune autorisation distincte associée au serveur ou au client n'est nécessaire pour la concession de licence pour tout autre composant du Logiciel, y compris le centre de documentation, l'adaptateur de ressources MQ et l'explorateur MQ.

2. VMware

Cette Image Virtuelle inclut une copie de VMware Tools, qui vous est concédée sous licence par VMware dans le cadre de votre licence VMware ESXi. Vous reconnaissez que l'utilisation du package VMware Tools est régie par cette licence. Pour toute autre information concernant votre logiciel VMware ESXi ou le composant VMware Tools, consultez la page Web suivante : <http://www.vmware.com/>.

LIZENZINFORMATION

Für die Lizenzierung der nachfolgend aufgelisteten Programme gelten zusätzlich zu den 'IBM Internationale Nutzungsbedingungen für Programmpakete' (IBM Formnummer Z125-3301-14) die folgenden Bedingungen.

Programmname: IBM QuickFile V1.1

Programmnummer: 5725-F81

Gemäß der Beschreibung in den Internationalen Nutzungsbedingungen für Programmpakete ("IPLA") und dieser Lizenzinformation gewährt IBM dem Lizenznehmer ein beschränktes Recht zur Nutzung des Programms. Dieses Recht ist auf die Art der Nutzungsberechtigung, z. B. Prozessor-Value-Unit ("PVU") oder Value-Unit ("VU"), oder eine andere angegebene Nutzungsstufe beschränkt, für die der Lizenznehmer laut Berechtigungsnachweis (Proof of Entitlement = PoE) bezahlt hat. Die Nutzung des Lizenznehmers kann auf eine bestimmte Maschine beschränkt sein, ggf. darf er das Programm nur als Unterstützungsprogramm verwenden oder die Nutzung kann sonstigen Beschränkungen unterliegen. Da der Lizenznehmer nicht für den gesamten wirtschaftlichen Wert des Programms bezahlt hat, sind andere Nutzungsarten ohne Zahlung zusätzlicher Gebühren untersagt. Ferner ist der Lizenznehmer, wie in den IPLA festgelegt, nicht berechtigt, das Programm zur Bereitstellung kommerzieller IT-Services für Dritte, zur Bereitstellung kommerzieller Hosting-Services oder für kommerziell betriebenes Time-Sharing einzusetzen oder das Programm zu vermieten, zu verleasen oder Unterlizenzen für das Programm zu vergeben, sofern dies in den maßgeblichen Vereinbarungen, unter denen der Lizenznehmer die Berechtigungen zur Nutzung des Programms erworben hat, nicht ausdrücklich vorgesehen ist. Dem Lizenznehmer werden abhängig von der Zahlung zusätzlicher Gebühren oder unter abweichenden oder ergänzenden Bedingungen ggf. weitere Rechte eingeräumt. IBM behält sich das Recht vor, darüber zu entscheiden, ob dem Lizenznehmer weitere Rechte gewährt werden.

Die Programmspezifikationen sind in den Abschnitten "Description" und "Technical Information" der Ankündigungsschreiben des Programms zu finden.

Separat lizenzierter Code

Die Bedingungen dieses Abschnitts kommen nicht zur Anwendung, wenn sie im Rahmen des geltenden Rechts, dem diese Lizenz unterliegt, als ungültig oder undurchführbar erachtet werden. Jede Komponente in der folgenden Liste wird als "separat lizenzierter Code" eingestuft. IBM stellt dem Lizenznehmer diesen Code unter Lizenz auf Basis der Bedingungen der geltenden Lizenzvereinbarungen der Dritthersteller in den NON_IBM_LICENSE-Dateien zur Verfügung, die dem Programm beige packt sind. Ungeachtet der Bedingungen in der Vereinbarung oder einer anderen Vereinbarung zwischen dem Lizenznehmer und IBM unterliegt die Nutzung des gesamten separat lizenzierten Codes durch den Lizenznehmer den Bedingungen der Lizenzvereinbarungen der Dritthersteller, sofern nachfolgend nichts anderes angegeben ist.

Zukünftige Programmupdates oder Fixes können weiteren separat lizenzierten Code enthalten, der zusammen mit den zugehörigen Lizenzen ebenfalls in einer NON_IBM_LICENSE-Datei aufgeführt ist, die dem Programmupdate oder Fix beige packt ist. Der Lizenznehmer bestätigt, dass er die Lizenzvereinbarungen in den NON_IBM_LICENSE-Dateien gelesen und akzeptiert hat. Wenn der Lizenznehmer die Bedingungen dieser Lizenzvereinbarungen der Dritthersteller nicht akzeptiert, darf er den separat lizenzierten Code nicht nutzen.

Für ein Programm, das der Lizenznehmer unter den Internationalen Nutzungsbedingungen für Programmpakete (IPLA) oder den Internationalen Nutzungsbedingungen für Programme ohne Gewährleistung (ILAN) bezogen hat, gilt Folgendes: Wenn der Lizenznehmer der ursprüngliche Lizenznehmer des Programms ist und die Lizenzvereinbarungen der Dritthersteller nicht akzeptiert, kann er in Übereinstimmung mit den Bedingungen im Abschnitt "Geld-zurück-Garantie" in den beiden oben genannten IBM Vereinbarungen und unter Einhaltung der dort angegebenen Frist das Programm zurückgeben.

Hinweis: Ungeachtet der Bedingungen in der Lizenzvereinbarung des Drittherstellers, der Vereinbarung oder einer anderen Vereinbarung zwischen dem Lizenznehmer und IBM gilt Folgendes:

- (a) IBM stellt den separat lizenzierten Code ohne jede Gewährleistung zur Verfügung;
- (b) IBM übernimmt keine Gewährleistung (ausdrücklich oder stillschweigend) für den separat lizenzierten Code, einschließlich, aber nicht beschränkt auf die Gewährleistung für Rechtsmängel, für die Freiheit von Rechten Dritter, für das Recht auf Nichtbeeinträchtigung, für die Handelsüblichkeit und für die Verwendungsfähigkeit für einen bestimmten Zweck;
- (c) IBM ist dem Lizenznehmer gegenüber nicht haftbar und übernimmt keine Verpflichtung, ihn für irgendwelche Schäden hinsichtlich des separat lizenzierten Codes schadlos zu halten, zu entschädigen oder Ansprüche abzuwehren; und
- (d) IBM haftet nicht für unmittelbare, mittelbare oder sonstige Folgeschäden, einschließlich, aber nicht beschränkt auf Datenverlust, entgangene Gewinne und entgangene Einsparungen hinsichtlich des separat lizenzierten Codes.

Ungeachtet der genannten Ausschlüsse unterliegen die Gewährleistung und Haftung von IBM für den separat lizenzierten Code in Deutschland und Österreich ausschließlich den Bedingungen, die in den IBM Lizenzvereinbarungen für Deutschland und Österreich angegeben sind.

Hinweis: IBM kann für Teile des separat lizenzierten Codes unter Umständen eingeschränkte Unterstützung bereitstellen. Wenn Unterstützung angeboten wird, sind Einzelheiten und zusätzlich geltende Bedingungen in der Lizenzinformation (LI) zu finden.

Diese Liste enthält den separat lizenzierten Code:
acl

alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm

gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors

logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils

sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Quellenkomponenten und Mustermaterialien

Das Programm kann einige Komponenten in Form von Quellcode ("Quellenkomponenten") und sonstige Materialien, die als Mustermaterialien gekennzeichnet sind, enthalten. Der Lizenznehmer darf die Quellenkomponenten und Mustermaterialien nur für den internen Gebrauch kopieren und ändern, sofern eine solche Verwendung im Rahmen der Lizenzrechte dieser Vereinbarung erfolgt und der Lizenznehmer die in den Quellenkomponenten oder Mustermaterialien enthaltenen Copyrightvermerke oder Hinweise weder ändert noch löscht. IBM stellt die Quellenkomponenten und Mustermaterialien ohne eine Verpflichtung zur

Unterstützung, ohne Wartung (auf "as-is"-Basis) und ohne jegliche Gewährleistung (ausdrücklich oder stillschweigend) zur Verfügung, insbesondere ohne Gewährleistung für Rechtsmängel, für die Freiheit von Rechten Dritter, für das Recht auf Nichtbeeinträchtigung, für die Handelsüblichkeit und für die Verwendungsfähigkeit für einen bestimmten Zweck.

Export- und Importbeschränkungen

Dieses Programm kann Verschlüsselungstechnologie enthalten. Die Übertragung des Programms an andere Benutzer oder deren Verwendung des Programms ist möglicherweise untersagt oder unterliegt den Gesetzen, Verordnungen oder Bestimmungen für den Export oder Import, einschließlich der Export Administration Regulations (Exportkontrollbestimmungen) der Vereinigten Staaten. Der Lizenznehmer übernimmt die gesamte Verantwortung für die Einhaltung aller anwendbaren Gesetze, Verordnungen und Bestimmungen hinsichtlich des Exports, Imports oder der Verwendung dieses Programms, einschließlich der US-Beschränkungen, die für Exporte und Reexporte gelten. Die Exportklassifizierung dieses Programms kann über die folgende Adresse festgestellt werden: <https://www.ibm.com/products/exporting/>.

Benutzer-Value-Unit (UVU)

"Benutzer-Value-Unit" (User Value Unit = UVU) ist eine Maßeinheit für die Lizenzierung des Programms. UVU-Berechtigungsnachweise basieren auf der Anzahl und der Art der Benutzer des jeweiligen Programms. Der Lizenznehmer muss eine ausreichende Anzahl an Berechtigungen für die Anzahl an UVUs erwerben, die entsprechend den Festlegungen in der nachfolgenden Tabelle für die Umgebung des Lizenznehmers erforderlich sind. Die UVU-Berechtigungen beziehen sich auf das Programm und die Benutzerart und dürfen nicht gegen die UVU-Berechtigungen eines anderen Programms oder einer anderen Benutzerart ausgetauscht, umgetauscht oder mit diesen zusammengefasst werden.

Virtual Server

"Virtual Server" ist eine Maßeinheit für die Lizenzierung des Programms. Ein Server ist ein physischer Computer, der aus Verarbeitungseinheiten sowie Speicher und Ein-/Ausgabefunktionalität besteht und die angeforderten Prozeduren, Befehle oder Anwendungen für einen oder mehrere Benutzer oder Clienteinheiten ausführt. Werden Racks, Blade-Gehäuse oder ähnliche Bauteile verwendet, wird jede individuelle physische Einheit (zum Beispiel ein Blade oder eine in einem Rack installierte Einheit), die aus den erforderlichen Komponenten besteht, als separater Server betrachtet. Ein virtueller Server ist entweder ein virtueller Computer, der durch Partitionierung der in einem physischen Server vorhandenen Ressourcen erstellt wird, oder ein nicht partitionierter physischer Server. Der Lizenznehmer muss für jeden virtuellen Server, der dem Programm zur Verfügung steht,

Virtual-Server-Berechtigungen erwerben, unabhängig von der Anzahl der Prozessorkerne in dem virtuellen Server oder der Anzahl der Programmkopien auf dem virtuellen Server.

Allgemeine Bedingungen für Gebühren

1. Kumulative Berechtigungen

Benutzer-Value-Unit-Berechtigungen (UVU-Berechtigungen) und Virtual-Server-Berechtigungen sind keine alternativen Lizenzierungsoptionen für das Programm. Der Lizenznehmer muss sowohl ausreichende UVU-Berechtigungen zur Abdeckung der Programmbenutzer als auch die entsprechende Anzahl an Virtual-Server-Berechtigungen für die zugehörigen Server erwerben.

2. Benutzer-Value-Unit-Lizenzierung (UVU = User Value Unit)

Die UVU-Berechnung erfolgt auf der Basis von Mitarbeitern. Ein Mitarbeiter ist eine bestimmte Person, die im Unternehmen des Lizenznehmers angestellt ist oder die anderweitig vom Unternehmen des Lizenznehmers bezahlt wird oder im Namen des Unternehmens des Lizenznehmers handelt und der auf beliebige Weise direkt oder indirekt (z. B. über ein Multiplexing-Programm, eine Einheit oder einen Anwendungsserver) Zugriff auf das Programm erteilt wird. Eine Berechtigung für einen Mitarbeiter ist diesem eindeutig zugeordnet und darf weder gemeinsam genutzt noch neu zugeordnet werden, außer zur permanenten Übertragung der Berechtigung auf eine andere Person.

Umrechnungstabelle für Benutzer-Value-Units (User Value Units = UVUs)

1 bis 2.500 Benutzer, 1,0 UVU pro Benutzer

2.501 bis 10.000 Benutzer, 2.500 UVUs plus 0,8 UVUs pro Benutzer bei mehr als 2.500

10.001 bis 50.000 Benutzer, 8.500 UVUs plus 0,6 UVUs pro Benutzer bei mehr als 10.000

50.001 bis 150.000 Benutzer, 32.500 UVUs plus 0,4 UVUs pro Benutzer bei mehr als 50.000

Über 150.000 Benutzer, 72.500 UVUs plus 0,2 UVUs pro Benutzer bei mehr als 150.000

Programmspezifische Bedingungen

1. Gebührenberechnung und Lizenznutzungsverwaltung

Mit der Software für die Lizenznutzungsverwaltung wird die Einhaltung dieser Bedingungen überwacht. Sie sollten das Originalprodukt und alle Passport Advantage Dokumente als Berechtigungsnachweis (Proof of Entitlement = PoE) aufbewahren.

Für die Lizenzierung weiterer Komponenten des Programms, einschließlich Information Center, MQ Resource Adapter und MQ Explorer, werden keine separaten Server- oder Clientberechtigungen benötigt.

2. VMware

Dieses Virtual Image enthält eine Kopie der VMware Tools, die von VMware als Teil Ihrer VMware ESXi-Lizenz lizenziert wird. Sie nehmen zur Kenntnis und erklären sich damit einverstanden, dass die Nutzung des VMware Tools-Pakets dieser Lizenz unterliegt. Informationen über VMware ESXi-Software oder die Komponente VMware Tools sind unter <http://www.vmware.com/> zu finden.

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

Για τα Προγράμματα που περιλαμβάνονται στην παρακάτω λίστα χορηγείται άδεια χρήσης βάσει των ακόλουθων όρων και προϋποθέσεων, επιπλέον των όρων και προϋποθέσεων του εγγράφου «IBM Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος» (αριθμός εντύπου IBM Z125-3301-14).

Όνομα Προγράμματος: IBM QuickFile V1.1

Αριθμός Προγράμματος: 5725-F81

Όπως περιγράφεται στη Διεθνή Σύμβαση Άδειας Χρήσης Προγράμματος (International Program License Agreement - "Σύμβαση IPLA") και στις παρούσες Πληροφορίες για την Άδεια Χρήσης, η IBM εκχωρεί στο Δικαιούχο Άδειας Χρήσης ένα περιορισμένο δικαίωμα χρήσης του Προγράμματος. Το εν λόγω δικαίωμα περιορίζεται στο επίπεδο Εξουσιοδοτημένης Χρήσης, το οποίο ορίζεται σε Μονάδες Αξίας Επεξεργαστών (Processor Value Units - "Μονάδες PVU"), Μονάδες Αξίας (Value Units - "Μονάδες VU") ή ως οποιοδήποτε άλλο καθορισμένο επίπεδο χρήσης, για το οποίο ο Δικαιούχος Άδειας Χρήσης κατέβαλε την απαιτούμενη πληρωμή, όπως τεκμηριώνεται στην Απόδειξη Δικαιώματος. Η χρήση από το Δικαιούχο Άδειας Χρήσης μπορεί επίσης να περιορίζεται σε μια συγκεκριμένη μηχανή, ή σε χρήση του Προγράμματος μόνο ως Υποστηρικτικό Προγράμματος, ή να υπόκειται σε άλλους περιορισμούς. Εάν ο Δικαιούχος Άδειας Χρήσης δεν έχει καταβάλει πληρωμή για το σύνολο της οικονομικής αξίας του Προγράμματος, δεν επιτρέπεται άλλη χρήση του Προγράμματος χωρίς την καταβολή πρόσθετων χρεώσεων. Επιπλέον, όπως δηλώνεται στη Σύμβαση IPLA, ο Δικαιούχος Άδειας Χρήσης δεν είναι εξουσιοδοτημένος να χρησιμοποιεί το Πρόγραμμα για την παροχή εμπορικών υπηρεσιών πληροφορικής σε οποιοδήποτε τρίτο μέρος, την παροχή εμπορικών υπηρεσιών "φιλοξενίας" (hosting) ή χρονομεριστικής μίσθωσης (timesharing), ή την περαιτέρω χορήγηση αδειών χρήσης σε τρίτους, την ενοικίαση ή την εκμίσθωση του Προγράμματος, εκτός εάν προβλέπεται ρητώς στις ισχύουσες συμβάσεις βάσει των οποίων ο Δικαιούχος Άδειας Χρήσης αποκτά τις εξουσιοδοτήσεις να χρησιμοποιεί το Πρόγραμμα. Μπορεί να διατίθενται πρόσθετα δικαιώματα στο Δικαιούχο Άδειας Χρήσης υπό την προϋπόθεση της καταβολής πρόσθετων χρεώσεων ή βάσει διαφορετικών ή συμπληρωματικών όρων. Η IBM διατηρεί το δικαίωμα να καθορίσει αν τα εν λόγω πρόσθετα δικαιώματα θα καθίστανται διαθέσιμα στο Δικαιούχο Άδειας Χρήσης.

Οι προδιαγραφές του Προγράμματος διατίθενται στις ενότητες Description και Technical Information των επιστολών ανακοίνωσης του Προγράμματος.

Κώδικας με Χωριστή Άδεια Χρήσης

Οι διατάξεις αυτής της παραγράφου δεν ισχύουν στο βαθμό που θεωρούνται άκυρες ή μη εφαρμόσιμες βάσει του νόμου που διέπει την παρούσα άδεια χρήσης. Κάθε ένα από τα στοιχεία που περιλαμβάνονται στην παρακάτω λίστα θεωρείται "Κώδικας με Χωριστή Άδεια Χρήσης". Για τον Κώδικα της IBM με Χωριστή Άδεια Χρήσης χορηγείται άδεια χρήσης στο Δικαιούχο Άδειας Χρήσης βάσει των όρων μίας ή περισσότερων αντίστοιχων συμβάσεων άδειας χρήσης με τρίτες εταιρείες όπως καθορίζονται στο (στα) αρχείο(-α) NON_IBM_LICENSE που συνοδεύει(-ουν) το Πρόγραμμα. Ανεξαρτήτως οποιωνδήποτε

όρων της Σύμβασης ή οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM, οι όροι της (των) εν λόγω σύμβασης(-εων) άδειας χρήσης τρίτου μέρους διέπουν τη χρήση όλου του Κώδικα με Χωριστή Άδεια Χρήσης από το Δικαιούχο Άδειας Χρήσης, εκτός εάν ορίζεται διαφορετικά παρακάτω.

Σε μελλοντικές αναβαθμίσεις ή επιδιορθώσεις του Προγράμματος μπορεί να περιέχεται πρόσθετος Κώδικας με Χωριστή Άδεια Χρήσης. Ο εν λόγω πρόσθετος Κώδικας με Χωριστή Άδεια Χρήσης και οι αντίστοιχες άδειες χρήσης θα προσδιορίζονται σε άλλο αρχείο NON_IBM_LICENSE που θα συνοδεύει την αναβάθμιση ή επιδιόρθωση του Προγράμματος. Ο Δικαιούχος Άδειας Χρήσης δηλώνει ότι έχει διαβάσει και συμφωνεί με τις συμβάσεις άδειας χρήσης που περιέχονται στο (στα) αρχείο(-α) NON_IBM_LICENSE. Εάν ο Δικαιούχος Άδειας Χρήσης δεν συμφωνεί με τους όρους των εν λόγω συμβάσεων άδειας χρήσης τρίτων, ο Δικαιούχος Άδειας Χρήσης δεν έχει το δικαίωμα να χρησιμοποιεί τον Κωδικό με Χωριστή Άδεια Χρήσης.

Για Προγράμματα που αποκτήθηκαν βάσει των όρων της Διεθνούς Σύμβασης Άδειας Χρήσης Προγράμματος (International Program License Agreement – "Σύμβαση IPLA") ή της Διεθνούς Σύμβασης Άδειας Χρήσης για Προγράμματα χωρίς Εγγύηση (International Program License Agreement for Non-Warranted Programs – "Σύμβαση ILAN") και εφόσον ο Δικαιούχος Άδειας Χρήσης είναι ο αρχικός δικαιούχος άδειας χρήσης του Προγράμματος, εάν ο Δικαιούχος Άδειας Χρήσης δεν συμφωνεί με τις συμβάσεις άδειας χρήσης τρίτων, μπορεί να επιστρέψει το Πρόγραμμα σύμφωνα με τους όρους του άρθρου "Εγγύηση Επιστροφής Χρημάτων" της Σύμβασης IPLA ή ILAN της IBM και εντός της χρονικής προθεσμίας που ορίζεται στο εν λόγω άρθρο.

Σημείωση: Ανεξαρτήτως οποιωνδήποτε όρων της σύμβασης άδειας χρήσης του τρίτου μέρους, της Σύμβασης και οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM:

(α) Η IBM παρέχει αυτό τον Κώδικα με Χωριστή Άδεια Χρήσης στο Δικαιούχο Άδειας Χρήσης ΧΩΡΙΣ ΕΓΓΥΗΣΕΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ,

(β) Η IBM ΑΠΟΠΟΙΕΙΤΑΙ ΟΠΟΙΩΝΔΗΠΟΤΕ ΡΗΤΩΝ ΚΑΙ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ, ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟΝ ΚΩΔΙΚΑ ΜΕ ΧΩΡΙΣΤΗ ΑΔΕΙΑ ΧΡΗΣΗΣ,

(γ) Η IBM δεν φέρει ευθύνη προς το Δικαιούχο Άδειας Χρήσης και δεν θα υποστηρίξει, θα αποζημιώσει ή θα απαλλάσσει το Δικαιούχο Άδειας Χρήσης έναντι οποιωνδήποτε αξιώσεων που απορρέουν από ή σχετίζονται με τον Κώδικα με Χωριστή Άδεια Χρήσης, και

(δ) Η IBM δεν φέρει ευθύνη για οποιεσδήποτε άμεσες, έμμεσες, παρεπόμενες, ειδικές ή επακόλουθες ζημιές, ζημιές ηθικής βλάβης ή ποινικές ρήτρες, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγουσών οικονομιών και διαφυγόντων κερδών, αναφορικά με τον Κώδικα με Χωριστή Άδεια Χρήσης.

Παρά τους αποκλεισμούς αυτούς, στη Γερμανία και στην Αυστρία η εγγύηση και η ευθύνη της IBM για τα Κώδικα με Χωριστή Άδεια Χρήσης διέπονται μόνο από τους αντίστοιχους όρους για τη Γερμανία και την Αυστρία στις συμβάσεις άδειας χρήσης της IBM.

Σημείωση: Η IBM μπορεί να παρέχει περιορισμένη υποστήριξη για ορισμένα στοιχεία Κώδικα με Χωριστή Άδεια Χρήσης. Εάν διατίθεται τέτοια υποστήριξη, οι λεπτομέρειες και οποιοδήποτε πρόσθετοι όροι που διέπουν την εν λόγω υποστήριξη θα καθορίζονται στο έγγραφο Πληροφορίες για την Άδεια Χρήσης.

Τα ακόλουθα στοιχεία αποτελούν Κώδικα με Χωριστή Άδεια Χρήσης:

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs

ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptool
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl

libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit

portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων

Το Πρόγραμμα μπορεί να περιλαμβάνει ορισμένα λειτουργικά τμήματα σε μορφή πηγαίου κώδικα ("Λειτουργικά Τμήματα Πηγαίου Κώδικα") και άλλα υλικά που προσδιορίζονται ως Υλικά Δειγμάτων. Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να αντιγράψει και να τροποποιεί Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων μόνο για εσωτερική χρήση, υπό τον όρο ότι η εν λόγω χρήση γίνεται εντός των ορίων των δικαιωμάτων χρήσης που παρέχονται βάσει της παρούσας Σύμβασης, υπό την προϋπόθεση όμως ότι ο Δικαιούχος Άδειας Χρήσης δεν προβαίνει στην τροποποίηση ή διαγραφή οποιωνδήποτε πληροφοριών περί πνευματικών δικαιωμάτων ή ειδοποιήσεων που περιέχονται στα Λειτουργικά Τμήματα Πηγαίου Κώδικα ή στα Υλικά Δειγμάτων. Η IBM παρέχει τα Λειτουργικά Τμήματα Πηγαίου Κώδικα και τα Υλικά Δειγμάτων χωρίς υποχρέωση υποστήριξης και "ΩΣ ΕΧΟΥΝ", ΧΩΡΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ ΕΓΓΥΗΣΗ, ΡΗΤΗ Ή ΣΙΩΠΗΡΗ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΜΗ ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ.

Περιορισμοί Εξαγωγής και Εισαγωγής

Αυτό το Πρόγραμμα μπορεί να περιέχει μηχανισμούς κρυπτογράφησης. Η μεταβίβαση του Προγράμματος σε άλλους χρήστες ή η χρήση του Προγράμματος από άλλους χρήστες μπορεί να απαγορεύεται ή να υπόκειται σε νόμους, κανονισμούς ή πολιτικές περί εξαγωγών ή εισαγωγών, συμπεριλαμβανομένων των Κανονισμών Διαχείρισης Εξαγωγών (Export Administration Regulations) των Ηνωμένων Πολιτειών. Ο Δικαιούχος Άδειας Χρήσης αναλαμβάνει κάθε ευθύνη για τη συμμόρφωση με όλους τους ισχύοντες νόμους, κανονισμούς και πολιτικές αναφορικά με την εξαγωγή, εισαγωγή ή χρήση αυτού του Προγράμματος, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, των περιορισμών που τίθενται στις Ηνωμένες Πολιτείες σε εξαγωγές ή επανεξαγωγές. Για να πληροφορηθείτε τον κωδικό κατηγορίας εξαγωγής (export classification) για αυτό το Πρόγραμμα, ανατρέξτε στην ακόλουθη ιστοσελίδα: <https://www.ibm.com/products/exporting/>.

Μονάδα Αξίας Χρήστη (Μονάδα UVU)

Μονάδα Αξίας Χρήστη (User Value Unit – "Μονάδα UVU") είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγείται άδεια χρήσης του Προγράμματος. Οι Αποδείξεις Δικαιώματος βάσει μονάδων UVU βασίζονται στον αριθμό και στο είδος των Χρηστών για το δεδομένο Πρόγραμμα. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει επαρκή δικαιώματα χρήσης για τον αριθμό μονάδων UVU που απαιτούνται για το περιβάλλον του Δικαιούχου Άδειας Χρήσης, όπως καθορίζεται στον παρακάτω πίνακα. Τα δικαιώματα επί μονάδων UVU αφορούν στο συγκεκριμένο Πρόγραμμα και στο συγκεκριμένο είδος χρήστη και δεν επιτρέπεται η ανταλλαγή, αλλαγή ή συνάθροισή τους με τα δικαιώματα επί μονάδων UVU κάποιου άλλου Προγράμματος ή είδους χρήστη.

Εικονικός Εξυπηρετητής

Εικονικός Εξυπηρετητής (Virtual Server) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Εξυπηρετητής (server) είναι ένας φυσικός υπολογιστής που αποτελείται από μονάδες επεξεργασίας, μνήμη και δυνατότητες εισόδου/εξόδου πληροφοριών (I/O) και εκτελεί ζητούμενες διαδικασίες, εντολές ή εφαρμογές για έναν ή περισσότερους χρήστες ή συσκευές πελάτη (client devices). Όταν χρησιμοποιούνται ικρίωματα (racks), περιβλήματα blades (blade enclosures) ή άλλος παρόμοιος εξοπλισμός, κάθε μεμονωμένη φυσική συσκευή (για παράδειγμα: κάθε blade ή κάθε συσκευή που έχει τοποθετηθεί σε ικρίωμα) η οποία έχει τα απαιτούμενα στοιχεία θεωρείται χωριστός εξυπηρετητής. Εικονικός εξυπηρετητής (virtual server) είναι είτε ένας ή εικονικός υπολογιστής που δημιουργήθηκε μέσω του διαχωρισμού των πόρων που είναι διαθέσιμοι σε έναν υλικό εξυπηρετητή σε λογικά τμήματα (partitions) είτε ένας υλικός εξυπηρετητής που δεν διαχωρίστηκε σε λογικά τμήματα. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει δικαιώματα χρήσης Εικονικού Εξυπηρετητή για κάθε εικονικό εξυπηρετητή που καθίσταται διαθέσιμος στο Πρόγραμμα, ανεξάρτητα από τον αριθμό των πυρήνων επεξεργαστών στον εικονικό εξυπηρετητή ή τον αριθμό αντιγράφων του Προγράμματος στον εικονικό εξυπηρετητή.

Γενικοί Όροι Χρέωσης

1. Σωρευτικά Δικαιώματα

Τα δικαιώματα επί Μονάδων Αξίας Χρηστών (User Value Units) και τα δικαιώματα επί Εικονικών Εξυπηρετητών (Virtual Servers) δεν αποτελούν εναλλακτικά μέσα για τη χορήγηση αδειών χρήσης για το Πρόγραμμα. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει επαρκή δικαιώματα επί Μονάδων Αξίας Χρηστών για την κάλυψη των χρηστών του Προγράμματος, καθώς και τον κατάλληλο αριθμό δικαιωμάτων επί Εικονικών Εξυπηρετητών για την κάλυψη των αντίστοιχων εξυπηρετητών.

2. Χορήγηση Αδειών Χρήσης βάσει Μονάδων Αξίας Χρηστών (UVU)

Οι Χρήστες που μετρώνται για το σκοπό του υπολογισμού μονάδων UVU είναι Υπάλληλοι (Employees). Υπάλληλος (Employee) είναι ένα μοναδικό πρόσωπο που εργάζεται ως υπάλληλος στην Επιχείρηση του Δικαιούχου Άδειας Χρήσης ή ένα μοναδικό πρόσωπο που κατά άλλον τρόπο πληρώνεται από την Επιχείρηση του Δικαιούχου Άδειας Χρήσης ή ενεργεί εκ μέρους της, στο οποίο έχει χορηγηθεί άδεια πρόσβασης στο Πρόγραμμα με οποιονδήποτε τρόπο, είτε άμεσα είτε έμμεσα (για παράδειγμα, μέσω ενός προγράμματος πολυπλεξίας (multiplexing), μιας συσκευής ή ενός εξυπηρετητή εφαρμογών (application server)) με οποιοδήποτε μέσο. Το δικαίωμα χρήσης που διαθέτει ένας Υπάλληλος είναι αποκλειστικά για το συγκεκριμένο Υπάλληλο και δεν επιτρέπεται η κοινή χρήση ούτε η ανάθεση του δικαιώματος σε άλλους χρήστες, παρά μόνο σε περίπτωση μόνιμης μεταβίβασης του δικαιώματος σε κάποιο άλλο πρόσωπο.

Πίνακας Μετατροπής βάσει Μονάδων Αξίας Χρηστών (User Value Units - UVU)

Από 1 έως 2.500 Χρήστες: 1,0 μονάδα UVU ανά Χρήστη

Από 2.501 έως 10.000 Χρήστες: 2.500 μονάδες UVU συν 0,8 μονάδα UVU ανά Χρήστη άνω των 2.500 Χρηστών

Από 10.001 έως 50.000 Χρήστες: 8.500 μονάδες UVU συν 0,6 μονάδα UVU ανά Χρήστη άνω των 10.000 Χρηστών

Από 50.001 έως 150.000 Χρήστες: 32.500 μονάδες UVU συν 0,4 μονάδα UVU ανά Χρήστη άνω των 50.000 Χρηστών

Για περισσότερους από 150.000 Χρήστες: 72.500 μονάδες UVU συν 0,2 μονάδα UVU ανά Χρήστη άνω των 150.000 Χρηστών

Όροι για το Συγκεκριμένο Πρόγραμμα

1. Χρεώσεις και διαχείριση χρήσης αδειών χρήσης

Το λογισμικό Διαχείρισης Χρήσης Αδειών Χρήσης (License Use Management) χρησιμοποιείται για την παρακολούθηση της συμμόρφωσης. Ως Απόδειξη Δικαιώματος (Proof of Entitlement) θα πρέπει να διατηρείτε στην κατοχή σας το αρχικό προϊόν και όλα τα έγγραφα Passport Advantage.

Δεν απαιτούνται χωριστές εξουσιοδοτήσεις εξυπηρετητή (server) ή πελάτη (client) για τη χορήγηση άδειας χρήσης για οποιοδήποτε άλλο λειτουργικό τμήμα του Προγράμματος, συμπεριλαμβανομένου του Information Center, του MQ Resource Adapter και του MQ Explorer.

2. VMware

Αυτή η Εικονική Εικόνα (Virtual Image) περιλαμβάνει ένα αντίγραφο του λογισμικού VMware Tools, για το οποίο σας χορηγείται άδεια χρήσης από την VMware ως τμήμα της άδειας χρήσης σας για το VMware ESXi. Κατανοείτε και συμφωνείτε ότι η χρήση του πακέτου VMware Tools υπόκειται στην εν λόγω άδεια χρήσης. Για οποιεσδήποτε πληροφορίες σχετικά με το λογισμικό VMware ESXi σας ή το λειτουργικό τμήμα VMware Tools, επισκεφθείτε το δικτυακό τόπο <http://www.vmware.com/>.

INFORMASI LISENSI

Program-program yang tercantum di bawah ini diberi lisensi berdasarkan syarat dan ketentuan berikut ini selain syarat dan ketentuan dari IBM Perjanjian Lisensi Program Internasional (nomor formulir IBM Z125-3301-14).

Nama Program: IBM QuickFile V1.1

Nomor Program: 5725-F81

Sebagaimana dijelaskan dalam Perjanjian Lisensi Program Internasional (International Program License Agreement/"IPLA") dan Informasi Lisensi ini, IBM memberikan kepada Pemegang lisensi, suatu hak terbatas atas penggunaan Program. Hak ini terbatas pada tinggak Penggunaan yang Sah, seperti Unit Nilai Prosesor (Processor Value Unit/"PVU"), Unit Nilai (Value Unit/"VU"), atau tingkat lain yang ditetapkan, dibayarkan oleh Pemegang Lisensi sebagai Bukti dalam Bukti Kepemilikan. Penggunaan Pemegang Lisensi juga dapat dibatasi pada mesin tertentu, atau hanya sebagai Program Pendukung, atau tunduk kepada pembatasan lainnya. Jika Pemegang Lisensi tidak membayar untuk semua nilai ekonomis dari Program, tidak ada penggunaan lain yang diijinkan tanpa pembayaran biaya tambahan. Selain itu, sebagaimana dinyatakan dalam IPLA, Pemegang Lisensi tidak berhak menggunakan Program untuk memberikan layanan TI komersil kepada pihak ketiga, untuk memberikan hosting atau timesharing komersil, atau untuk mensub-lisensikan, menyewakan, atau meminjamkan Program kecuali dinyatakan secara jelas dalam perjanjian yang berlaku di mana Pemegang Lisensi memperoleh kewenangan untuk menggunakan Program. Hak tambahan dapat diberikan kepada Pemegang Lisensi sesuai dengan pembayaran biaya tambahan atau sesuai dengan syarat tambahan atau syarat berbeda. IBM berhak untuk menentukan apakah akan memberikan hak tambahan tersebut kepada Pemegang Lisensi atau tidak.

Spesifikasi Program dapat ditemukan dalam bagian Informasi Teknis dan Deskripsi kolektif pada Surat Pemberitahuan Program.

Kode Berlisensi Terpisah

Ketentuan-ketentuan ayat ini tidak berlaku sepanjang ketentuan-ketentuan tersebut dianggap tidak sah atau tidak dapat diberlakukan berdasarkan undang-undang yang mengatur lisensi ini. Masing-masing komponen yang tercantum di bawah ini dianggap sebagai "Kode Berlisensi Terpisah". Kode Berlisensi Terpisah IBM dilisensikan kepada Pemegang Lisensi berdasarkan syarat-syarat perjanjian lisensi pihak ketiga yang berlaku yang tercantum dalam file(-file) NON_LISENSI_IBM yang menyertai Program. Meskipun terdapat syarat-syarat dalam Perjanjian, atau setiap perjanjian lainnya yang dapat dimiliki oleh Pemegang Lisensi dengan IBM, syarat-syarat perjanjian lisensi pihak ketiga tersebut mengatur penggunaan Pemegang Lisensi atas semua Kode Berlisensi Terpisah kecuali apabila disebutkan lain di bawah ini.

Pembaruan-pembaruan atau perbaikan-perbaikan Program di masa yang akan datang dapat memuat Kode Berlisensi Terpisah tambahan. Kode Berlisensi Terpisah tambahan tersebut dan lisensi-lisensi terkait tercantum dalam file NON_LISENSI_IBM lainnya yang menyertai pembaruan atau perbaikan Program. Pemegang Lisensi mengakui bahwa Pemegang Lisensi telah membaca dan menyetujui perjanjian-perjanjian lisensi yang terdapat dalam file(-file) NON_LISENSI_IBM. Apabila Pemegang Lisensi tidak menyetujui syarat-syarat perjanjian lisensi pihak ketiga ini, Pemegang Lisensi tidak dapat menggunakan Kode Berlisensi Terpisah.

Untuk Program-program yang diperoleh berdasarkan Perjanjian Lisensi Program Internasional (International Program License Agreement) ("IPLA") atau Perjanjian Lisensi Program Internasional untuk Program Tanpa Garansi (International Program License Agreement for Non Warranted Program) ("ILAN") dan Pemegang Lisensi adalah pemegang lisensi asli Program, apabila Pemegang Lisensi tidak setuju dengan perjanjian-perjanjian lisensi pihak ketiga, Pemegang Lisensi dapat mengembalikan Program sesuai dengan syarat-syarat, dan dalam batas-batas waktu yang ditetapkan yang dinyatakan dalam, pasal "Jaminan Uang Kembali" Perjanjian IPLA atau ILAN IBM.

Catatan: Meskipun terdapat syarat dalam perjanjian lisensi pihak ketiga, Perjanjian, atau perjanjian lainnya yang dapat dimiliki oleh Pemegang Lisensi dengan IBM:

- (a) IBM memberikan Kode Berlisensi Terpisah ini kepada Pemegang Lisensi TANPA GARANSI APA PUN;
- (b) IBM MELEPASKAN SETIAP DAN SEMUA JAMINAN DAN KETENTUAN SECARA TEGAS DAN TERSIRAT TERMASUK, TETAPI TIDAK TERBATAS PADA, GARANSI KEPEMILIKAN, JAMINAN TIDAK ADANYA PELANGGARAN ATAU CAMPUR TANGAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU, TERKAIT DENGAN KODE BERLISENSI TERPISAH;
- (c) IBM tidak bertanggung jawab kepada Pemegang Lisensi, dan tidak akan membela, memberikan ganti rugi kepada, atau membebaskan Pemegang Lisensi atas setiap tuntutan yang timbul dari atau terkait dengan Kode Berlisensi Terpisah; dan
- (d) IBM tidak bertanggung jawab atas setiap ganti rugi langsung, tak langsung, tambahan, khusus, biasa, hukuman atau sebab-akibat termasuk, tetapi tidak terbatas pada, kehilangan data, simpanan, dan laba yang terkait dengan Kode Berlisensi Terpisah.

Meskipun terdapat pengecualian-pengecualian ini, di Jerman dan Austria, jaminan dan kewajiban IBM untuk Kode Berlisensi Terpisah diatur hanya oleh syarat masing-masing yang berlaku untuk Jerman dan Austria dalam perjanjian-perjanjian lisensi IBM.

Catatan: IBM dapat memberikan dukungan yang terbatas untuk beberapa Kode Berlisensi Terpisah. Apabila dukungan tersebut tersedia, rincian dan setiap syarat tambahan yang terkait dengan dukungan tersebut akan dicantumkan dalam dokumen Informasi Lisensi.

Berikut ini adalah Kode Berlisensi Terpisah:

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils

ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgroup
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool

libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps

psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Komponen Sumber dan Material Contoh

Program dapat mencakup beberapa komponen dalam bentuk kode sumber ("Komponen Sumber") dan beberapa material lain yang dikenal sebagai Material Contoh. Pemegang Lisensi dapat menyalin dan memodifikasi Komponen-komponen Sumber dan Material Contoh untuk penggunaan internal hanya dengan ketentuan bahwa penggunaan tersebut dalam batas-batas hak lisensi berdasarkan Perjanjian ini, akan tetapi dengan ketentuan bahwa Pemegang Lisensi tidak dapat mengubah atau menghapus setiap informasi atau pemberitahuan tentang hak cipta yang terdapat dalam Komponen-komponen Sumber atau Material Contoh. IBM memberikan Komponen-komponen Sumber dan Material Sampel tanpa adanya kewajiban dukungan dan "APA ADANYA", TANPA GARANSI APA PUN, SECARA TEGAS ATAU TERSIRAT, TERMASUK GARANSI KEPEMILIKAN, JAMINAN TIDAK ADANYA PELANGGARAN ATAU CAMPUR TANGAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU.

Pembatasan Ekspor dan Impor

Program ini dapat berisi kriptografi. Transfer ke, atau penggunaan oleh, para pengguna Program dapat dilarang atau tunduk kepada undang-undang, peraturan atau kebijakan ekspor atau impor, termasuk undang-undang, peraturan atau kebijakan ekspor dan impor Peraturan Administrasi Ekspor Amerika Serikat (United States Export Administration Regulations). Pemegang Lisensi menerima semua tanggung jawab untuk mematuhi semua undang-undang, peraturan, dan kebijakan yang berlaku terkait dengan ekspor, impor atau penggunaan Program ini, termasuk tetapi tidak terbatas pada, pembatasan-pembatasan tentang ekspor dan ekspor ulang di A.S. Untuk mendapatkan klasifikasi ekspor dari Program ini, lihat: <https://www.ibm.com/products/exporting/>.

Unit Nilai Pengguna (UVU)

Unit Nilai Pengguna (User Value Unit – UVU) adalah unit ukuran yang olehnya Program dapat diberi lisensi. Bukti Kepemilikan UVU didasarkan pada jumlah dan jenis Pengguna untuk Program yang diberikan. Pemegang Lisensi harus mendapatkan kepemilikan-kepemilikan yang memadai untuk jumlah UVU yang diperlukan untuk lingkungan Pemegang Lisensi sebagaimana ditetapkan dalam tabel di bawah ini. Kepemilikan-kepemilikan UVU dikhususkan untuk Program dan jenis pengguna serta tidak dapat dipertukarkan, digantikan satu sama lain atau disatukan dengan kepemilikan-kepemilikan UVU dari program atau jenis pengguna lainnya.

Server Maya

Server Maya adalah unit ukuran yang melaluinya Program dapat diberi lisensi. Server adalah komputer dalam bentuk fisik yang terdiri atas unit pemroses, memori, dan kemampuan masukan/keluaran dan yang menjalankan prosedur, perintah atau aplikasi yang diminta untuk satu pengguna atau client device atau lebih. Apabila

rak, blade enclosure, atau peralatan lain yang serupa sedang dijalankan, masing-masing perangkat fisik yang terpisah (misalnya, blade atau perangkat yang tersusun dalam rak) yang memiliki komponen yang diperlukan menganggap dirinya sebagai server yang terpisah. Server maya adalah komputer maya yang diciptakan dengan melakukan partisi atas sumber yang tersedia untuk server fisik atau server fisik yang tidak dipartisi. Pemegang Lisensi harus mendapatkan kepemilikan atas Server Maya untuk masing-masing server maya yang disediakan untuk Program, tanpa memperhatikan jumlah inti prosesor dalam server maya atau jumlah salinan Program dalam server maya.

Syarat-syarat Umum Pengenaan Biaya

1. Kepemilikan Kumulatif

Unit Nilai Pengguna dan Server Virtual bukan merupakan cara-cara alternatif untuk melisensikan Program. Pemegang Lisensi harus mendapatkan kepemilikan-kepemilikan Unit Nilai Pengguna yang memadai untuk mencakup para pengguna Program serta jumlah kepemilikan Virtual yang tepat untuk server-server yang relevan.

2. Pemberian Lisensi Unit Nilai Pengguna

Pengguna untuk tujuan kalkulasi UVU adalah seorang Karyawan. Seorang Karyawan merupakan individu yang unik yang dipekerjakan dalam Perusahaan Pemegang Lisensi atau individu unik yang dengan cara lain dibayar oleh atau bertindak atas nama Perusahaan Pemegang Lisensi yang mendapat akses ke Program dengan cara apapun secara langsung atau tak langsung (sebagai contoh: melalui program, alat atau server aplikasi majemuk) melalui cara apapun. Kepemilikan untuk Karyawan bersifat unik bagi Karyawan tersebut dan tidak dapat digunakan bersama-sama atau tidak dapat dialihkan kembali selain untuk transfer permanen atas kepemilikan kepada individu lainnya.

Tabel Konversi Unit Nilai Pengguna

Antara 1 hingga 2.500 Pengguna, sebanyak 1,0 UVU per Pengguna

Antara 2.501 hingga 10.000 Pengguna, 2.500 UVU ditambah 0,8 UVU per Pengguna di atas 2.500

Antara 10.001 sampai 50.000 Pengguna, sebanyak 8.500 UVU ditambah 0,6 UVU per Pengguna di atas 10.000

Antara 50.001 sampai 150.000 Pengguna, sebanyak 32.500 UVU ditambah 0,4 UVU per Pengguna di atas 50.000

Untuk jumlah Pengguna lebih dari 150.000, 72.500 UVU ditambah 0,2 UVU per Pengguna di atas 150,000

Syarat-syarat unik Program

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Otorisasi server atau klien yang terpisah tidak diperlukan untuk melisensikan bagian komponen Program lainnya, termasuk Information Center, MQ Resource Adapter, dan MQ Explorer.

2. VMware

Gambar Virtual ini memiliki salinan VMware Tools, yang dilisensikan kepada Anda dari VMware sebagai bagian dari lisensi VMware ESXi Anda. Anda mengerti dan menyetujui bahwa penggunaan paket VMware Tools tunduk pada lisensi tersebut. Untuk mengetahui informasi apapun berkaitan dengan perangkat lunak VMware ESXi Anda atau komponen VMware Tools, silakan mengunjungi <http://www.vmware.com/>.

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Nome Programma: IBM QuickFile V1.1

Numero Programma: 5725-F81

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busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
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gawk
gdb
gdbm
gettext
glib2
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grep

groff
grub
grubby
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hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgroup
libcmpiutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make

MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
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pciutils
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pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server

ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
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gmp
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m4
seabios
tar
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Tabella di Conversione per User Value Unit

Da 1 a 2.500 Utenti, 1,0 UVU per Utente

Da 2.501 a 10.000 Utenti, 2.500 UVU più 0,8 UVU per Utente oltre 2.500

Da 10.001 a 50.000 Utenti, 8.500 UVU più 0,6 UVU per Utente oltre 10.000

Da 50.001 a 150.000 Utenti, 32.500 UVU più 0,4 UVU per Utente oltre 50.000

Per oltre 150.000 Utenti, 72.500 UVU più 0,2 UVU per Utente oltre 150.000

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2. VMware

Questa Immagine Virtuale include una copia di VMware Tools, che è concesso in licenza da VMware come parte della licenza VMware ESXi. Il licenziatario riconosce ed accetta che l'utilizzo del pacchetto VMware Tools è soggetto a tale licenza. Per qualsiasi informazione relativa al software VMware ESXi o alla componente di VMware Tools, consultare <http://www.vmware.com/>.

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ドイツおよびオーストリアにおいては、これらの免責にかかわらず、「別途使用許諾されるコード」に対する IBM の保証および賠償責任は、IBM 使用許諾条件中のドイツおよびオーストリアに適用されるそれぞれの条項にのみ従うものとします。

注: IBM は、別途使用許諾されるコードに対して、制限付きサポートを提供する場合があります。かかるサポートが提供される場合、そのサポートに関わる詳細、および追加の使用条件は、本ライセンス情報に記載されるものとします。

以下は、別途使用許諾されるコードです。

acI
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit

chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm

irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgroup
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt

nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC

upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

ソース・コンポーネントおよびサンプル資料

「プログラム」には、ソース・コード形式のいくつかのコンポーネント（以下「ソース・コンポーネント」といいます。）およびサンプル資料として規定されるその他の資料が含まれています。ライセンシーは、本使用条件に基づく使用権の制限の範囲内で、ソース・コンポーネントおよびサンプル資料を社内での使用に限り、複製および修正することができます。ただし、ライセンシーは、ソース・コンポーネントまたはサンプル資料に含まれている著作権情報または特記事項を変更または削除することはできません。IBM は、ソース・コンポーネントおよびサンプル資料を、サポート義務を負わずに現存のままの状態を提供し、法律上の瑕疵担保責任を含め、権原の保証、第三者の権利の不侵害の保証、商品性の保証および特定目的適合性の保証を含む明示または黙示のいかなる保証責任も負わないものとします。

輸出入に関する制限

本「プログラム」には、暗号化機能が含まれています。「プログラム」のユーザーへの移転またはユーザーによる使用は、米国の輸出管理規則を含めた輸出入関連法令および政策によって禁止される場合があります、また、それらの定めに従う必要があることをご承知おきください。ライセンシーは、米国の輸出または再輸出規制を含め（これに限るものではありません。）、「プログラム」の輸出、輸入、または使用に関するすべての適用法令および政策を遵守する責任を負うものとします。この「プログラム」の輸出分類については、<https://www.ibm.com/products/exporting/> を参照してください。

ユーザー Value Unit (UVU)

ユーザー Value Unit (以下「UVU」といいます。) は、「プログラム」が使用許諾される際の単位です。 UVU ライセンス証書の許諾は、所定の「プログラム」のユーザー数およびユーザー・タイプに基づきます。 ライセンシーは、下記表で規定されるユーザー・タイプの環境に必要な数の UVU に応じた、適正数の使用権を取得するものとします。 UVU 使用権は、「プログラム」およびユーザーのタイプに固有のものであり、別のプログラムまたはユーザー・タイプの UVU 使用権と交換、置き換え、または合算することはできません。

仮想サーバー

仮想サーバーは、「プログラム」が使用許諾される際の算定単位です。 サーバーとは、処理装置、メモリーおよび入出力機能から構成され、1 人もしくは複数のユーザー、もしくは 1 つまたは複数のクライアント・デバイスが要求するプロシージャー、コマンドまたはアプリケーションを実行する物理コンピューターをいいます。 ラック、ブレード筐体、または他の類似の装置が使用されている場合、必要なコンポーネントを持つ分離可能な各物理デバイス (例えば、ブレードまたはラック・マウントのデバイス) は、それ自体が個別のサーバーと見なされます。仮想サーバーとは、物理サーバーまたは分割されていない使用可能な物理サーバーの資源を分割して作成される仮想コンピューターをいいます。 ライセンシーは、仮想サーバー内のプロセッサー・コアの数、または仮想サーバー上の「プログラム」の複製数にかかわらず、「プログラム」が使用可能な仮想サーバーごとに仮想サーバーの使用権を取得するものとします。

料金の一般規定

1. 累積される使用権

ユーザー Value Unit 使用権および仮想サーバー使用権は、「プログラム」を使用許諾するための代替手段ではありません。ライセンシーは、「プログラム」のユーザーに対応するための十分なユーザー Value Unit 使用権、および関連サーバー用に適正な数の仮想サーバー使用権を取得するものとします。

2. ユーザー Value Unit ライセンス

UVU の計算におけるユーザーとは、社員のことです。社員とは、ライセンシーの企業グループで働く特定の個人、または直接もしくは間接を問わず (例えば、多重化プログラム、デバイス、またはアプリケーション・サーバーを通して) 「プログラム」へのアクセス権を有するライセンシーの企業グループから支払を受ける、または企業グループを代理する特定の個人を意味します。社員の使用権はその社員に固有のものであり、共有することはできません。また、別の個人に無期限に移転する場合を除き、譲渡できません。

ユーザー Value Unit 換算表

1 から 2,500 ユーザーについて、ユーザーあたり 1.0 UVU

2,501 から 10,000 ユーザーについて、2,500 UVU に加え、2,500 を超えるユーザーあたり 0.8 UVU

10,001 から 50,000 ユーザーについて、8,500 UVU に加え、10,000 を超えるユーザーあたり 0.6 UVU

50,001 から 150,000 ユーザーについて、32,500 UVU に加え、50,000 を超えるユーザーあたり 0.4 UVU

150,000 を超えるユーザーについては、72,500 UVU に加え、150,000 を超えるユーザーあたり 0.2 UVU

特記事項

1. 使用料金およびライセンス使用管理

ライセンス使用管理ソフトウェアは、コンプライアンスのモニターに使用されます。製品の原本とパスポート・アドバンテージのすべての資料は、「ライセンス証書」として保存してください。

Information Center、MQ Resource Adapter、および MQ Explorer を含む「プログラム」の他のコンポーネント部分の使用権を得るために、別のサーバーもしくはクライアントの使用許可を得る必要はありません。

2. VMware

この仮想イメージには、VMware ESXi の使用権の一部として VMware より使用許諾された VMware Tool の複製物が含まれています。お客様は、VMware Tool パッケージの使用にはその使用権が適用されることを理解し、それに同意するものとします。VMware ESXi ソフトウェアまたは VMware Tool コンポーネントについては、<http://www.vmware.com/> を参照してください。

라이선스 정보

아래에 나열된 프로그램은 IBM 국제 프로그램 라이선스 계약 (IBM 문서 번호 Z125-3301-14) 외에 다음 조건에 의거하여 라이선스가 부여됩니다.

프로그램 이름: IBM QuickFile V1.1

프로그램 번호: 5725-F81

국제 프로그램 라이선스 계약("IPLA")과 본 라이선스 정보에서 설명한 바와 같이, IBM은 라이선스 사용자에게 본 프로그램을 사용할 수 있는 제한적인 권리를 부여합니다. 이러한 권리는 프로세서 뱃류 유닛("PVU"), 뱃류 유닛("VU") 등 허가된 사용(Authorized Use) 레벨이나 라이선스 증서에 명시된 대로 라이선스 사용자가 지불한 기타 지정된 사용 레벨로 제한됩니다. 라이선스 사용자의 사용은 지정된 기계로 제한되거나 보조 프로그램으로만 사용하도록 제한되거나 다른 제한사항에 의해 제한될 수도 있습니다. 라이선스 사용자는 본 프로그램의 경제적 가치를 모두 지불하지 않았으므로 추가 사용료를 지불하지 않으면 기타 다른 사용이 허용되지 않습니다. 또한 IPLA에서 명시한 바와 같이, 라이선스 사용자는 본 프로그램에 대한 사용 권한을 취득한 준거 계약에서 구체적으로 명시하지 않는 한, 본 프로그램을 사용하여 상업용 IT 서비스를 제3자에게 제공하거나 상업용 호스팅 또는 시분할을 제공하거나 본 프로그램을 재라이선스, 임대 또는 리스할 수 없습니다. 추가 사용료를 지불한 경우 또는 다른 조항이나 보충 조항에 의거하여, 라이선스 사용자에게 추가적인 권리가 제공될 수 있습니다. IBM은 라이선스 사용자에게 이러한 추가적인 권리를 부여할지 여부를 결정하는 권리를 보유합니다.

프로그램의 명세는 프로그램 발표 문서의 종합적인 설명 및 기술 정보 절에서 확인할 수 있습니다.

별도로 라이선스가 부여된 코드

본 조항의 규정은 본 라이선스에 적용되는 법률에 준해서 유효하지 않거나 시행이 불가능할 경우에는 적용되지 않습니다. 아래 나열된 각 구성요소는 "별도로 라이선스가 부여된 코드"로 간주됩니다. IBM은 라이선스 사용자에게 본 프로그램의 NON_IBM_LICENSE 파일에서 명시한 해당 제3자 라이선스 계약의 조항에 의거하여 별도로 라이선스가 부여된 코드를 제공합니다. 본 계약 또는 라이선스 사용자와 IBM 간의 기타 모든 계약의 조항에도 불구하고, 아래에서 달리 명시하지 않는 한 별도로 라이선스가 부여된 코드의 사용에 대해서는 이러한 제3자 라이선스 계약의 조항이 적용됩니다.

향후 프로그램의 업데이트나 수정판에는 추가된 별도로 라이선스가 부여된 코드가 포함될 수 있습니다. 이와 같이 추가된 별도로 라이선스가 부여된 코드 및 관련 라이선스는 본 프로그램의 업데이트 또는 수정판에 있는 다른 NON_IBM_LICENSE 파일에 명시됩니다. 라이선스 사용자는 NON_IBM_LICENSE 파일에 들어 있는 라이선스 계약을 읽고 이에 동의했음을 인정합니다. 라이선스 사용자가 이러한 제3자 라이선스 계약의 조항에 동의하지 않으면 별도로 라이선스가 부여된 코드를 사용할 수 없습니다.

국제 프로그램 라이선스 계약(IPLA)이나 무보증 프로그램에 대한 국제 프로그램 라이선스 계약(ILAN)에 의거하여 취득한 프로그램의 경우 그리고 라이선스 사용자가 본 프로그램의 최초 라이선스 사용자인 경우, 라이선스 사용자가 제3자 라이선스 계약에 동의하지 않으면 IPLA 또는 ILAN IBM 계약에 명시된 "한불 보증" 조항에 따라 명시된 기간 내에 프로그램을 반환할 수 있습니다.

주: 제3자 라이선스 계약, 본 계약 또는 라이선스 사용자와 IBM 간의 기타 모든 계약의 조건에도 불구하고, 다음 조건이 적용됩니다.

- (a) IBM은 일체의 보증없이 별도로 라이선스가 부여된 코드를 라이선스 사용자에게 제공합니다.
- (b) IBM은 별도로 라이선스가 부여된 코드에 대한 소유권, 타인의 권리 침해를 대한 보증 및 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증과 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증 및 조건을 제공하지 않습니다.
- (c) IBM은 별도로 라이선스가 부여된 코드와 관련된 어떠한 배상 청구에 대해서도 라이선스 사용자에게 대해 책임을 지거나 라이선스 사용자를 방어하거나 면책하지 않습니다.
- (d) IBM은 별도로 라이선스가 부여된 코드와 관련하여 기대했던 이익 및 비용 절감이 실현되지 못함으로 인해 발생한 손해, 데이터 분실로 인한 손해를 포함하여, 직접 손해, 간접 손해, 부수적 손해, 특별 손해, 징벌적 손해 또는 결과적 손해에 대해 일체 책임을 지지 않습니다.

이러한 제외사항에도 불구하고, 독일과 오스트리아의 경우에는 별도로 라이선스가 부여된 코드에 대한 IBM의 보증 및 책임과 관련하여 IBM 라이선스 계약 조항 중 독일과 오스트리아에 적용할 수 있는 개별 조항만 적용합니다.

주: IBM은 별도로 라이선스가 부여된 코드 일부에 대하여 제한적인 지원을 제공할 수 있습니다. 이러한 지원이 제공되는 경우에는 라이선스 정보 문서에 자세한 지원 사항과 추가 조항을 명시합니다.

다음은 별도로 라이선스가 부여된 코드입니다.

- acI
- alsa-lib
- at
- atk
- attr
- audit
- augeas
- avahi
- base-lsb
- bash
- bc
- bind
- binutils
- bridge-utils
- busybox
- cairo
- cairo-spice
- cdrkit
- chkconfig
- compat-gcc-32
- ConsoleKit
- coreutils
- cronie
- crontabs
- cryptsetup-luks

cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils

libaio
libart_lgpl
libasyncns
libcap-ng
libcgroup
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel

OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio

diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

소스 구성요소 및 샘플 자료

본 프로그램에는 소스 코드 형식의 일부 구성요소(이하 "소스 구성요소") 및 샘플 자료로 식별된 기타 자료가 포함될 수 있습니다. 라이선스 사용자는 본 계약에 의거한 라이선스 권리의 제한 범위 내에서 사용하는 경우에 한해 내부적인 용도로만 소스 구성요소 및 샘플 자료를 복사하고 수정할 수 있습니다. 단, 소스 구성요소 또는 샘플 자료에 포함된 저작권 정보나 주의사항은 변경하거나 삭제할 수 없습니다. IBM은 소유권, 타인의 권리 침해를 또는 비간섭에 대한 보증, 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증 및 조건을 포함하여 명시적이거나 묵시적인 일체의 보증 없이, 소스 구성요소 및 샘플 자료를 지원 서비스가 제공되지 않는 "현상태대로" 제공합니다.

수출입 제한사항

본 프로그램에는 암호가 포함되어 있습니다. 본 프로그램의 사용자에 대한 양도 또는 해당 사용자에게 의한 본 프로그램의 사용은 금지되어 있거나 수출입 법률 또는 관련 규정이나 정책(미국 수출 관리 규정 포함)에 준하여 수행될 수 있습니다. 미국 수출입 제한사항을 포함하여(단, 이에 한하지 않음) 본 프로그램의 사용, 수출 또는 수입에 관한 모든 법률, 규정 및 정책을 준수해야 할 책임은 라이선스 사용자에게 있습니다. 본 프로그램의 수출 품목 분류는 <https://www.ibm.com/products/exporting/> 를 참조하십시오.

사용자 밸류 유닛(UVU)

사용자 밸류 유닛(User Value Unit: UVU)은 본 프로그램의 라이선스가 부여되는 단위입니다. UVU 라이선스 증서는 제공된 프로그램에 대한 사용자 수와 유형에 의해 결정됩니다. 라이선스 사용자는 아래 표에 지정된 대로 자신의 환경에 필요한 UVU에 해당하는 충분한 수의 증서를 취득해야 합니다. UVU 권한은 프로그램 및 사용자 유형에 따라 다르며 다른 프로그램이나 사용자 유형의 UVU 권한으로 대체하거나 상호 교환하거나 통합할 수 없습니다.

가상 서버

가상 서버(Virtual Server)는 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 서버는 프로세싱 유닛, 메모리 및 입/출력 기능으로 구성되고 하나 이상의 사용자나 클라이언트 디바이스에 대해 요청된 프로시저, 명령 또는 응용프로그램을 실행하는 물리적 컴퓨터입니다. 랙, 블레이드 엔클로저 또는 기타 유사한 장치를 사용하는 경우, 필수 구성요소가 포함된 분리 가능한 각 물리적 디바이스(예: 블레이드, 랙 마운트 디바이스 등)는 그 자체가 개별적인 하나의 서버로 간주됩니다. 가

상 서버란 물리적 서버에서 사용 가능한 자원을 파티션 분할하여 작성한 가상 컴퓨터나 파티션 분할되지 않은 물리적 서버를 의미합니다. 라이선스 사용자는 가상 서버에 있는 프로세서 코어의 수나 본 프로그램의 사본 수에 관계 없이, 본 프로그램에 제공된 각 가상 서버에 대한 가상 서버 권한을 취득해야 합니다.

일반 요금 조항

1. 누적 권한

사용자 벨류 유닛(UVU) 권한과 가상 서버 권한은 본 프로그램의 라이선스 취득 시 양자 택일 가능한 권한이 아닙니다. 라이선스 사용자는 본 프로그램의 사용자를 포괄할 수 있는 충분한 사용자 벨류 유닛 권한과 관련 서버에 대해 필요한 가상 서버 권한을 모두 취득해야 합니다.

2. 사용자 벨류 유닛(User Value Unit) 라이선싱.

UVU 계산 목적의 사용자는 직원입니다. 직원(Employee)이란 라이선스 사용자의 기업집단에 채용된 고유한 개인 또는 라이선스 사용자의 기업집단이 임금을 지불하거나 해당 기업집단 대신 본 프로그램에 직접적으로 또는 모든 방법을 통해 간접적으로(예를 들면, 다중 송신 프로그램, 디바이스 또는 애플리케이션 서버를 통해) 액세스할 수 있는 권한이 제공된 고유한 개인을 의미합니다. 직원의 권한은 해당 직원에게 고유하며 공유할 수 없고 영구적으로 이전하는 경우가 아니면 다른 개인에게 재지정할 수 없습니다.

사용자 벨류 유닛 변환표

사용자 1명 - 2,500명의 경우, 사용자당 1.0 UVU

사용자 2,501명 - 10,000명의 경우, 2,500 UVU + 2,500명을 넘는 사용자당 0.8 UVU

사용자 10,001명 - 50,000명의 경우, 8,500 UVU + 10,000명을 넘는 사용자당 0.6 UVU

사용자 50,001명 - 150,000명의 경우, 32,500 UVU + 50,000명을 넘는 사용자당 0.4 UVU

150,000명을 넘는 사용자의 경우, 72,500 UVU + 150,000명을 넘는 사용자당 0.2 UVU

프로그램 고유 조항

1. 과금 및 라이선스 사용 관리

본 요건에 대한 준수 여부는 라이선스 사용 관리(License Use Management) 소프트웨어를 사용하여 점검합니다. 귀하는 귀하의 원래 제품과 라이선스 증서로 간주되는 모든 Passport Advantage 문서를 보관해야 합니다.

본 프로그램의 다른 구성요소 부분(Information Center, MQ Resource Adapter 및 MQ Explorer 포함)을 사용하기 위해 서버 또는 클라이언트 권한을 별도로 취득할 필요는 없습니다.

2. VMware

본 가상 이미지에는 귀하가 VMware ESXi 라이선스의 일부로 VMware로부터 라이선스를 취득한 VMware Tools의 사본 한 부가 포함되어 있습니다. 귀하는 VMware Tools 패키지의 사용에 해당 라이선스가 적용된다는 것을 이해하고 이에 동의합니다. 귀하의 VMware ESXi 소프트웨어 또는 VMware Tools 구성요소에 관한 정보는 <http://www.vmware.com/>을 참조하십시오.

LICENCIJOS INFORMACIJA

Toliau nurodytos Programos licencijuojamos pagal šias ir IBM Tarptautinė programos licencinė sutartis sąlygas (IBM formos numeris Z125-3301-14).

Programos pavadinimas: IBM QuickFile V1.1

Programos numeris: 5725-F81

Kaip nurodyta Tarptautinėje programos licencinėje sutartyje (IPLA) ir šioje Licencijos informacijoje, IBM suteikia licenciatui ribotą teisę naudoti Programą. Ši teisė apsiriboja Įgaliojimo naudojimo lygiu, pvz., Procesoriaus vertės vieneto (PVV), Vertės vieneto (VV) ar kitu nurodytu naudojimo lygiu, apmokamu Licenciatui ir nurodytu Teisių suteikimo dokumente. Licenciatui naudojimas taip pat gali būti apribotas tik nurodytame kompiuteryje ar tik kaip Pagalbinės programos, ar taikant kitus apribojimus. Kai Licenciatas nėra sumokėjęs už visą Programos ekonominę vertę, joks kitas naudojimas neleidžiamas nemokant papildomų mokesčių. Be to, kaip nurodyta IPLA, Licenciatas neturi teisės naudoti Programos komercinėms IT paslaugoms teikti jokiai trečiajai šaliai, taip pat teikti komercinę išteklių nuomą ar laiko paskirstą, teikti antrinę Programos licenciją ar ją nuomotį, jei tai nėra aiškiai nurodyta taikomose sutartyse, pagal kurias Licenciatas įgyja teisę naudoti Programą. Licenciatas gali naudotis papildomomis teisėmis sumokėjęs papildomą mokestį ar pagal kitas papildomas sąlygas. IBM pasilieka teisę nuspręsti, ar Licenciatas galės pasinaudoti tokiomis papildomomis teisėmis.

Programos specifikacijas galima rasti Programos pranešimų bendruosiuose Aprašo ir techninės informacijos skyriuose.

Atskirai licencijuotas kodas

Šios dalies nuostatos netaikomos ta apimtimi, kai jos laikomos negaliojančios arba netaikytinos atsižvelgiant į įstatymą, kuriuo remiasi ši licencija. Visi toliau išvardyti komponentai vadinami „Atskirai licencijuotu kodu“. IBM Atskirai licencijuotas kodas yra licencijuotas Licenciatui remiantis taikomomis trečiosios šalies licencijos sutarties (-čių) sąlygomis, kurios išdėstytos kartu su Programa pateikiamame faile (-uose) NON_IBM_LICENSE. Nepaisant šios Sutarties sąlygų arba kitos sutarties, kurią Licenciatas gali turėti su IBM, tokios trečiosios šalies licencijos sutarties (-čių) sąlygos, jei toliau nenurodyta kitaip, apibrėžia, kaip naudoti visus Licenciatui Atskirai licencijuotus kodus.

Būsimuose Programos naujinimuose arba taisymuose gali būti papildomų Atskirai licencijuotų kodų. Tokie papildomi Atskirai licencijuoti kodai ir susijusios licencijos išvardijami kitame NON_IBM_LICENSE faile, kuris pateikiamas su Programos naujinimu arba taisymu. Licenciatas patvirtina, kad Licenciatas perskaitė ir sutinka su licencijos sutartimis, kurios yra NON_IBM_LICENSE faile (-uose). Jei Licenciatas nesutinka su šiomis trečiosios šalies licencijos sutarčių sąlygomis, Licenciatas negali naudoti Atskirai licencijuoto kodo.

Jei Programos įsigytos pagal Tarptautinę programos licencijos sutartį („IPLA“) arba Tarptautinę programos licencijos sutartį, skirtą negarantinei programai ("ILAN") ir Licenciatas yra pradinis

Programos licenciatas, jei licenciatas nesutinka su trečiosios šalies licencijos sutarčių sąlygomis, Licenciatas turi grąžinti Programą pagal IPLA arba ILAN IBM sutarties „Pinigų grąžinimo garantijos“ skyriuje nurodytą laiką ir sąlygas.

Pastaba: nepaisant jokių trečiosios šalies sutarties, Sutarties ar kitos sutarties, kurią Licenciatas gali sudaryti su IBM, sąlygų:

(a) IBM pateikia Licenciatui Atskirai licencijuotą kodą NETAIKYDAMA JOKIŲ GARANTIJŲ;

(b) IBM PANEIGIA BET KOKIAS IR VISAS SU ATSKIRAI LICENCIJUOTU KODU SUSIJUSIAS APIBRĖŽTAS IR NUMANOMAS GARANTIJAS IR SĄLYGAS, ĮSKAITANT, BET NEAPSIRIBOJANT, PAVADINIMO, NEPAŽEIDŽIAMUMO AR ĮSIKIŠIMO GARANTIJAS IR NUMANOMAS TINKAMUMO PREKYBAI IR TAM TIKRAM TIKSLUI GARANTIJAS BEI SĄLYGAS;

(c) IBM nėra įsipareigoję Licenciatui ir negins, neatlygins žalos ar nelaikys nekaltu dėl visų ieškinių, tiesiogiai arba netiesiogiai susijusių su Atskirai licencijuotu kodu; ir

(d) IBM neatsako už jokių su Atskirai licencijuotu kodu susijusių tiesioginių, netiesioginių, atsitiktinių, ypatingų, pavyzdinių, baudžiamuosius ar priežastinius nuostolius, įskaitant, bet neapsiribojant, prarastus duomenis, prarastas santaupas ir prarastą pelną.

Nepaisant šių išimčių, Vokietijoje ir Austrijoje IBM garantijas ir įsipareigojimus, susijusius su Atskirai licencijuotu kodu, lemia tik atitinkamos Vokietijai ir Austrijai taikomos sąlygos, nurodytos IBM kliento sutartyje.

Pastaba: IBM gali teikti kai kurių Atskirai licencijuotų kodų ribotą palaikymą. Jei toks palaikymas teikiamas, išsami informacija ir papildomos tokio palaikymo sąlygos nurodomos dokumente „Licencijos informacija“.

Toliau išvardyti Atskirai licencijuoti kodai:

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit

chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm

irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgroup
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt

nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC

upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Šaltinio komponentai ir pavyzdinė medžiaga

Į Programą gali būti įtraukti keli komponentai išeitinio kodo forma („Šaltinio komponentai“) ir kita medžiaga, apibrėžta kaip Pavyzdinė medžiaga. Licenciatas gali kopijuoti ir modifikuoti Šaltinio komponentus ir Pavyzdinę medžiagą tik naudoti viduje, jei toks naudojimas nepažeidžia šios Sutarties licencijos teisių ir jei Licenciatas nekeičia ar nenaikina jokios Šaltinio komponentuose ir Pavyzdinėje medžiagoje esančios autoriaus teisių informacijos ar pranešimų. IBM pateikia Šaltinio komponentus ir Pavyzdinę medžiagą be palaikymo išsipareigojimo ir TOKIĄ, KOKIA YRA, NESUTEIKIANT JOKIŲ AIŠKIAI NURODYTŲ AR NENURODYTŲ GARANTIJŲ, ĮSKAITANT NUOSAVYBĖS TEISĖS, NEPAŽEIDŽIAMUMO AR NEĮSIKĖSIMO GARANTIJAS IR NENURODYTAS TINKAMUMO PREKIAUTI IR TAM TIKRAM TIKSLUI GARANTIJAS IR SĄLYGAS.

Eksporto ir importo apribojimai

Šioje Programoje gali būti šifravimų. Vartotojams Programą perduoti arba ją naudoti gali būti draudžiama arba gali būti taikomi eksporto ar importo įstatymai, taisyklės arba strategijos, įskaitant Jungtinių Amerikos Valstijų eksporto valdymo reglamentą. Licenciatas prisiima visą atsakomybę už visų taikomų įstatymų, taisyklių ir strategijų, susijusių su šios Programos eksportu, importu arba naudojimu, įskaitant, bet neapsiribojant, JAV eksporto arba pakartotinio eksporto apribojimus, laikymąsi. Norėdami gauti šios Programos eksporto kategoriją, žr: <https://www.ibm.com/products/exporting/>.

Vartotojo vertės vienetas (VVV)

Vartotojo vertės vienetas (VVV) – tai matavimo vienetas, pagal kurį licencijuota ši Programa. VVV Teisių suteikimo dokumentas pagrįstas nurodytos Programos Vartotojų skaičiumi ir tipu. Licenciatas privalo įsigyti reikiamą teisių skaičių, atsižvelgdamas į tai, kiek VVV reikia Licenciatui aplinkai, kaip nurodyta toliau pateiktoje lentelėje. VVV teisės suteikiamos konkrečiai Programai ir naudojimo tipui, jų negalima iškeisti, sukeisti ar sumuoti su kitos programos ar vartotojo tipo VVV teisėmis.

Virtualusis serveris

Virtualusis serveris yra matavimo vienetas, kuriuo remiantis gali būti licencijuojama ši Programa. Serveris yra fizinis kompiuteris, kurį sudaro procesoriai, atmintis ir įvesties / išvesties funkcinės galimybės, vykdančios užklausų procedūras, komandas arba taikomas programas viename arba keliuose vartotojo arba kliento įrenginiuose. Kai naudojami stelažai, moduliai ar kita panaši įranga, kiekvienas atskiras fizinis įrenginys (pavyzdžiui, modulis arba į stelažą įmontuotas įrenginys), turintis reikiamus komponentus, yra laikomas atskiru serveriu. Virtualusis serveris – tai virtualusis kompiuteris, sukurtas skaidant fiziniam serveriui prieinamus išteklius, arba neišskaidytas fizinis serveris. Licenciatas privalo įsigyti kiekvieno Programai prieinamo Virtualiojo serverio teises, neatsižvelgiant į jame esančių procesoriaus šerdžių arba Programos kopijų skaičių.

Bendrosios mokesčių sąlygos

1. Kaupiamosios teisės

Vartotojo vertės vieneto ir Virtualiojo serverio teisės nėra alternatyvios Programos licencijavimo priemonės. Licenciatas privalo įsigyti pakankamą Vartotojo vertės vienetų teisių skaičių, kad apimtų visus Programos vartotojus, ir atitinkamą susijusių serverių Virtualiojo serverio teisių skaičių.

2. Vartotojo vertės vieneto licencijavimas

Skaiciuojant VVV, vartotojas laikomas Darbuotoju. Darbuotojas ? tai unikalūs asmuo, dirbantis Licenciatui organizacijoje, arba unikalūs asmuo, gaunantis atlyginimą ar veikiantis Licenciatui organizacijos vardu, kuriam tiesiogiai arba netiesiogiai ir bet kokiomis priemonėmis suteikta prieiga prie programos (pavyzdžiui, naudojant tankinimo programą, įrenginį arba taikomųjų programų serverį). Darbuotojo teisės yra unikalios ir jų negalima bendrai naudoti ar iš naujo priskirti, išskyrus suteikiamų teisių perdavimą kitam asmeniui visam laikui.

Vartotojo vertės vienetų konvertavimo lentelė

Nuo 1 iki 2 500 Vartotojų, 1,0 VVV vienam Vartotojui

Nuo 2 501 iki 10 000 Vartotojų, 2 500 VVV pridedant 0,8 VVV vienam Vartotojui, jei daugiau nei 2 500

Nuo 10 001 iki 50 000 Vartotojų, 8 500 VVV pridedant 0,6 VVV vienam Vartotojui, jei daugiau nei 10 000

Nuo 50 001 iki 150 000 Vartotojų, 32 500 VVV pridedant 0,4 VVV vienam Vartotojui, jei daugiau nei 50 000

Daugiau nei 150 000 Vartotojų, 72 500 VVV pridedant 0,2 VVV vienam Vartotojui, jei daugiau nei 150 000

Unikalios programos sąlygos

1. Apmokėjimo ir licencijos naudojimo valdymas

Licencijos naudojimo valdymo programinė įranga naudojama atitikties stebėjimo tikslu. Privalote saugoti originalų produktą ir visus „Passport Advantage“ dokumentus kaip Teisių suteikimo dokumentą.

Atskiri serverio arba kliento įgaliojimai, norint licencijuoti bet kurią kitą Programos komponentą, įskaitant informacijos centrą, MQ išteklių adapterį ir „MQ Explorer“, nereikalingi.

2. „VMware“

Šiame virtualiajame atvaizde yra „VMware“ įrankių kopija, kurią „VMware“ licencijavo jums naudoti kaip dalį „VMware ESXi“ licencijos. Suprantate ir sutinkate, kad „VMware“ įrankių paketas turi būti naudojamas pagal šią licenciją. Jei reikia kokios nors informacijos apie „VMware ESXi“ programinę įrangą arba „VMware“ įrankių komponentą, žr. <http://www.vmware.com/>.

INFORMACJE LICENCYJNE

Wymienione poniżej Programy są licencjonowane na poniższych warunkach, które uzupełniają warunki dokumentu IBM Międzynarodowa Umowa Licencyjna na Program (numer formularza IBM Z125-3301-14).

Nazwa Programu: IBM QuickFile V1.1

Numer Programu: 5725-F81

Zgodnie z Międzynarodową Umową Licencyjną na Program ("IPLA") i niniejszym dokumentem Informacje licencyjne IBM udziela Licencjodawcy ograniczonego prawa do używania Programu. Prawo to jest ograniczone do poziomu Autoryzowanego Używania, takiego jak Procesorowa Jednostka Wartości ("PVU"), Jednostka Wartości ("VU") lub inny określony poziom używania, opłacony przez Licencjodawcę i potwierdzony dokumentem Proof of Entitlement (PoE). Używanie Programu przez Licencjodawcę może być również ograniczone do określonej maszyny, może podlegać innym ograniczeniom lub może obejmować używanie Programu wyłącznie jako Programu Wspierającego. Jako że Licencjodawca nie zapłacił za całą wartość ekonomiczną Programu, używanie Programu w dowolnym innym celu bez uiszczenia dodatkowych opłat jest zabronione. Ponadto, zgodnie z zapisami Międzynarodowej Umowy Licencyjnej na Program (IPLA), Licencjodawca nie jest upoważniony do używania Programu do świadczenia osobom trzecim komercyjnych usług informatycznych, usług serwerowych ani usług podziału czasu, jak również nie jest upoważniony do udzielania dalszych licencji na Program oraz wypożyczania i wydierżawiania Programu, chyba że stosowne umowy, na mocy których Licencjodawca jest upoważniony do używania Programu, wyraźnie stanowią inaczej. Licencjodawca może uzyskać dodatkowe prawa pod warunkiem uiszczenia dodatkowych opłat lub na mocy innych bądź uzupełniających warunków. IBM zastrzega sobie prawo do decydowania, czy takie dodatkowe prawa zostaną przyznane Licencjodawcy.

Specyfikacje Programu znajdują się w zbiorczych punktach zawierających opisy i informacje techniczne w dokumentach "Aktualności produktowe" dotyczących Programu.

Kod Licencjonowany Oddzielnie

Postanowienia niniejszego akapitu nie mają zastosowania w zakresie, w jakim są nieważne lub niewykonalne na mocy prawa, któremu podlega niniejsza licencja. Każdy z wymienionych poniżej komponentów uznawany jest za "Kod Licencjonowany Oddzielnie". Kod Licencjonowany Oddzielnie IBM jest licencjonowany na rzecz Licencjodawcy na warunkach stosownej umowy lub umów licencyjnych osób trzecich, przedstawionych w pliku (plikach) NON_IBM_LICENSE dołączonym (dołączonych) do Programu. Bez względu na jakiegokolwiek inne warunki Umowy lub jakiegokolwiek innej umowy z IBM, używanie całego Kodu Licencjonowanego Oddzielnie podlega warunkom takiej umowy licencyjnej osoby trzeciej (takich umów licencyjnych osób trzecich), chyba że poniższe warunki stanowią inaczej.

Przyszłe aktualizacje lub poprawki do Programu mogą zawierać dodatkowy Kod Licencjonowany Oddzielnie. Takie dodatkowe komponenty Kodu Licencjonowanego Oddzielnie oraz związane z nimi licencje są wymienione w kolejnym pliku NON_IBM_LICENSE dołączonym do aktualizacji lub poprawki do Programu. Licencjodawca

potwierdza, że zapoznał się z treścią umów licencyjnych zawartych w pliku lub plikach NON_IBM_LICENSE i wyraził na nie zgodę. Jeśli Licencjobiorca nie wyrazi zgody na warunki tych umów licencyjnych osób trzecich, wówczas nie będzie mógł używać Kodu Licencjonowanego Oddzielnie.

W przypadku Programów nabytych na warunkach Międzynarodowej Umowy Licencyjnej na Program (International Program License Agreement, zwanej dalej "IPLA") lub Międzynarodowej Umowy Licencyjnej na Programy nieobjęte Gwarancją (International Program License Agreement for Non Warranted Program, zwanej dalej "ILAN"), jeśli Licencjobiorca nie wyrazi zgody na umowy licencyjne osób trzecich, wówczas może zwrócić Program zgodnie z warunkami paragrafu "Gwarancja zwrotu pieniędzy" umowy z IBM (IPLA lub ILAN), z uwzględnieniem określonych tam ram czasowych.

Uwaga: Bez względu na jakiegokolwiek warunki umów licencyjnych z osobami trzecimi, niniejszej Umowy czy też jakiegokolwiek innej umowy, jaką Licencjobiorca mógł zawrzeć z IBM:

- (a) IBM dostarcza Licencjobiorcy niniejszy Kod Licencjonowany Oddzielnie BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI);
- (b) IBM NIE UDZIELA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI) I NIE USTALA JAKICHKOLWIEK WARUNKÓW, WYRAŻNYCH CZY DOMNIEMANYCH, A W SZCZEGÓLNOŚCI NIE UDZIELA GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH LUB NIEINGEROWANIA W NIE, DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ ANI TEŻ PRZYDATNOŚCI DO OKREŚLONEGO CELU W ODNIESIENIU DO KOMPONENTÓW KODU LICENCJONOWANEGO ODDZIELNIE;
- (c) IBM nie ponosi wobec Licencjobiorcy odpowiedzialności za jakiegokolwiek roszczenia wynikające z używania Kodu Licencjonowanego Oddzielnie lub z nim związane ani też nie będzie zabezpieczać ani bronić Licencjobiorcy przed takimi roszczeniami oraz;
- (d) IBM nie ponosi odpowiedzialności za jakiegokolwiek szkody bezpośrednie, pośrednie, uboczne, szczególne, szkody, których nie można było przewidzieć przy zawieraniu umowy oraz szkody związane z naruszeniem dóbr osobistych, w tym w szczególności utratę danych czy spodziewanych korzyści, w odniesieniu do Kodu Licencjonowanego Oddzielnie.

Bez względu na powyższe zastrzeżenia w Niemczech i w Austrii gwarancja i odpowiedzialność IBM w odniesieniu do Kodu Licencjonowanego Oddzielnie podlega jedynie odpowiednim warunkom umów licencyjnych IBM dla Niemiec i Austrii.

Uwaga: IBM może świadczyć usługi wsparcia w ograniczonym zakresie dla określonych komponentów Kodu Licencjonowanego Oddzielnie. Jeśli wsparcie takie będzie dostępne, szczegółowe informacje o nim oraz dodatkowe dotyczące go warunki zostaną przedstawione w dokumencie "Informacje licencyjne".

Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

acI
alsa-lib
at

atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2

glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgroup
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2

lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils

sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Komponenty Źródłowe i Materiały Przykładowe

Program może zawierać komponenty w postaci kodu źródłowego (zwane dalej "Komponentami Źródłowymi") oraz inne materiały określone jako Materiały Przykładowe. Licencjobiorca może kopiować i modyfikować Komponenty Źródłowe i Materiały Przykładowe jedynie na użytek wewnętrzny, pod warunkiem, że użytek taki mieści się w granicach praw licencyjnych na mocy niniejszej Umowy, zaś Licencjobiorca nie będzie zmieniać ani usuwać żadnych informacji czy uwag o prawach autorskich zawartych w Komponentach Źródłowych lub Materiałach Przykładowych. IBM dostarcza Komponenty Źródłowe i Materiały Przykładowe bez zobowiązania do wsparcia, W STANIE, W JAKIM SIĘ ZNAJDUJĄ ("AS IS"), BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ), WYRAŻNYCH LUB DOMNIEMANYCH, A W SZCZEGÓLNOŚCI GWARANCJI PRAWA

WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU.

Ograniczenia eksportowe i importowe

Program ten może zawierać technologię kryptograficzną. Korzystanie z Programu przez użytkowników w różnych krajach, jak również przenoszenie Programu na użytkowników w tym samym kraju lub w różnych krajach może być zabronione lub podlegać specjalnym prawom i przepisom eksportowym lub importowym lub polityce rządu w kraju Licencjobiorcy, w tym prawom i przepisom eksportowym i importowym obowiązującym w Stanach Zjednoczonych. Licencjobiorca przyjmuje na siebie całą odpowiedzialność za przestrzeganie wszystkich obowiązujących praw i przepisów w zakresie eksportu, importu i używania tego Programu, a w szczególności ograniczeń w zakresie eksportu lub ponownego eksportu obowiązujących w Stanach Zjednoczonych. Klasyfikację eksportową tego Programu znaleźć można pod adresem: <https://www.ibm.com/products/exporting/>.

Jednostka Wartości Użytkownika ("UVU")

Jednostka Wartości Użytkownika (User Value Unit, zwana dalej "UVU") to jednostka miary, według której licencjonowany jest Program. Dokumenty Proof of Entitlement dla jednostek UVU opierają się na liczbie i typie Użytkowników Końcowych danego Programu.

Licencjobiorca musi nabyć liczbę uprawnień wystarczającą dla liczby jednostek UVU wymaganych dla środowiska Licencjobiorcy, zgodnie z poniższą tabelą. Uprawnienia UVU są specyficzne dla Programu i typu użytkownika końcowego. Nie można ich wymieniać, zamieniać ani łączyć z uprawnieniami UVU dla innego programu czy typu użytkownika.

Serwer Wirtualny

Serwer Wirtualny to jednostka miary, według której licencjonowany jest Program. Serwer to komputer fizyczny, składający się z jednostek przetwarzających, pamięci i funkcji wejścia/wyjścia, na którym wykonuje się żądane procedury lub komendy albo uruchamia aplikacje na użytek użytkowników końcowych lub urządzeń klienckich. W przypadku wykorzystania stelaży przemysłowych, obudów na serwery kasetowe czy innych podobnych urządzeń każde oddzielne urządzenie fizyczne (na przykład serwer kasetowy czy urządzenie instalowane w stelażu), które ma wymagane komponenty, uznawane jest za oddzielny serwer. Serwer wirtualny to wirtualny komputer utworzony przez spartycjonowanie zasobów serwera fizycznego albo niespartycjonowany serwer fizyczny. Licencjobiorca musi nabyć uprawnienia Serwera Wirtualnego dla każdego serwera wirtualnego, który jest dostępny dla Programu, bez względu na liczbę rdzeni procesorów w serwerze wirtualnym lub liczbę egzemplarzy Programu na serwerze wirtualnym.

Ogólne warunki opłat

1. Uprawnienia łączne

Uprawnienia dla jednostek UVU i Wirtualnych Serwerów nie stanowią alternatywnej formy licencjonowania Programu. Licencjobiorca musi nabyć odpowiednią liczbę uprawnień dla jednostek UVU, obejmujących użytkowników Programu, jak również odpowiednią liczbę uprawnień dla Wirtualnych Serwerów w odniesieniu do odpowiednich serwerów.

2. Licencjonowanie według jednostek UVU

Na potrzeby obliczania liczby jednostek UVU za Użytkownika uznaje się Pracownika. Pracownik to unikalna osoba zatrudniona w Przedsiębiorstwie Licencjobiorcy albo unikalna osoba w inny sposób działająca na płacone zlecenie Przedsiębiorstwa Licencjobiorcy lub w jego imieniu, która w dowolny sposób uzyskuje dostęp do Programu, bezpośrednio lub pośrednio (na przykład za pośrednictwem programu multipleksującego, urządzenia lub serwera aplikacji) i przy użyciu jakichkolwiek środków. Uprawnienie dla Pracownika jest unikalne dla danego Pracownika i nie może być współużytkowane ani też nie można go ponownie przypisywać, chyba że w przypadku trwałego przeniesienia uprawnienia na inną osobę.

Tabela konwersji Jednostek Wartości Użytkowników

Od 1 do 2500 Użytkowników: 1 jednostka UVU na Użytkownika

Od 2501 do 10 000 Użytkowników: 2500 jednostek UVU plus 0,8 jednostki UVU na każdego Użytkownika powyżej 2500

Od 10 001 do 50 000 Użytkowników: 9 500 jednostek UVU plus 0,6 jednostki UVU na każdego Użytkownika powyżej 10 000

Od 50 001 do 150 000 Użytkowników: 32 500 jednostek UVU plus 0,4 jednostki UVU na każdego Użytkownika powyżej 50 000

Więcej niż 150 000 Użytkowników: 72 500 jednostek UVU plus 0,2 jednostki UVU na każdego Użytkownika powyżej 150 000

Warunki specyficzne dla Programów

1. Opłaty oraz Zarządzanie Licencjami

Oprogramowanie do Zarządzania Licencjami służy do monitorowania zgodności z zapisami licencyjnymi. Licencjobiorca powinien zachować oryginalny produkt oraz wszelkie dokumenty związane z programem Passport Advantage jako dokumenty Proof of Entitlement.

Na potrzeby licencjonowania komponentów Programu, w tym Centrum informacyjnego, MQ Resource Adapter oraz MQ Explorer, nie są potrzebne żadne oddzielne upoważnienia na serwery lub klienty.

2. VMware

Niniejszy Obraz Wirtualny zawiera kopię Narzędzi VMware, na które Licencjobiorca nabywa licencję od VMware w ramach licencji na produkt VMware ESXi. Licencjobiorca przyjmuje do wiadomości i zgadza się, że używanie pakietu Narzędzi VMware podlega warunkom wzmiankowanej licencji. Więcej informacji na temat oprogramowania VMware ESXi oraz Narzędzi VMware zawiera serwis <http://www.vmware.com/>.

INFORMAÇÕES DA LICENÇA

Os Programas listados abaixo são licenciados sob os/ao abrigo dos termos e condições a seguir, além daqueles do IBM Contrato Internacional de Licença de Programa (form number da IBM n.º Z125-3301-14).

Nome do Programa: IBM QuickFile V1.1

Número do Programa: 5725-F81

Conforme descrito no Contrato de Licença Internacional de Programas ("IPLA") e nesta Informação sobre a Licença, a IBM concede ao Licenciado um direito limitado para usar/utilizar o Programa. Esse direito está limitado ao nível de Uso Autorizado/Utilização Autorizada, tal como um Processor Value Unit ("PVU"), uma Value Unit ("VU") ou outro nível de uso/utilização especificado, pago pelo Licenciado, conforme evidenciado na Prova de Titularidade. O uso/A utilização do licenciado também pode ser limitado/a ao uma máquina especificada ou apenas a um Programa de Suporte ou estar sujeito/a a outras restrições. Como o Licenciado não pagou por todo o valor económico do Programa, nenhum outro uso/nenhuma outra utilização lhe é permitido/a sem o pagamento de encargos adicionais. Além disso, conforme definido no IPLA, o Licenciado não está autorizado a usar/utilizar o Programa para comercializar serviços de IT a terceiros, a fornecer hosting ou timesharing comercial ou a sublicenciar ou alugar o Programa, a menos que expressamente definido nos contratos/acordos aplicáveis sob os quais/ao abrigo dos quais o Licenciado obtém/adquire autorizações para usar/utilizar o Programa. Direitos adicionais podem ser disponibilizados ao Licenciado mediante o pagamento de encargos adicionais ou sob/ao abrigo de termos diferentes ou complementares. A IBM reserva-se o direito de determinar se disponibilizará tais direitos adicionais ao Licenciado.

Especificações do Programa podem ser localizadas nas seções/secções coletivas/colectivas de Descrição e Informações Técnicas das Cartas de Anúncio do Programa.

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Nota: Não obstante qualquer um dos termos no contrato de licença/acordo de licenciamento de terceiros, o Contrato/Acordo, ou qualquer outro contrato/acordo que o Licenciado possa ter com a IBM:

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- (b) A IBM RENUNCIA TODAS E QUAISQUER GARANTIAS E CONDIÇÕES EXPRESSAS E IMPLÍCITAS, INCLUINDO, MAS NÃO SE LIMITANDO À GARANTIA DE TÍTULO, NÃO-VIOLAÇÃO OU INTERFERÊNCIA E AS GARANTIAS E CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO E ADEQUAÇÃO A UM PROPÓSITO/FIM PARTICULAR, COM RELAÇÃO AO CÓDIGO LICENCIADO SEPARADAMENTE;
- (c) a IBM não é responsável pelo Licenciado e não defenderá, indenizará/indemnizará ou isentará o Licenciado de quaisquer reivindicações decorrentes ou relacionadas ao Código Licenciado Separadamente; e
- (d) a IBM não é responsável por quaisquer danos directos/directos, indirectos/indirectos, acidentais, especiais, exemplares, punitivos ou consequenciais, incluindo, mas não se limitando a perda de dados, lucros cessantes e perda de lucros, com respeito ao Código Licenciado Separadamente.

Não obstante estas disposições em contrário, nestas exclusões, na Alemanha e na Áustria, a garantia e a responsabilidade da IBM para com o Código Licenciado Separadamente são reguladas apenas pelos respectivos termos aplicáveis para a Alemanha e a Áustria nos contratos de licença/acordos de licenciamento IBM.

Nota: A IBM pode fornecer suporte limitado para determinado Código Licenciado Separadamente. Se tal suporte estiver disponível, os detalhes e quaisquer termos adicionais relacionados com tal suporte serão definidos no documento de Informações sobre Licenciamento.

Os itens a seguir são Código Licenciado Separadamente:

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk

gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim

lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools

rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Componentes Fonte e Materiais de Amostra

O Programa pode incluir alguns componentes na forma de código-fonte ("Componentes Fonte") e outros materiais identificados como Materiais de Amostra. O Licenciado pode copiar e modificar Componentes Fonte e Materiais de Amostra apenas para uso interno, contanto que tal uso esteja dentro dos limites dos direitos de licença sob este/ao abrigo deste Contrato/Acordo, desde que, no entanto, esse Licenciado não possa alterar ou excluir quaisquer informações de direitos

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Este Programa pode conter criptografia/criptação. A transferência para ou o uso pelos usuários/utilizadores do Programa podem ser proibidos ou estarem sujeitos às leis de exportação ou importação, regulamentos ou políticas, incluindo/inclusive aqueles Regulamentos de Administração de Exportação dos Estados Unidos. O Licenciado assume toda a responsabilidade de conformidade com todas as leis, regulamentos e políticas aplicáveis relativas à exportação, importação ou uso deste Programa, incluindo/inclusive mas não limitado a, restrições dos Estados Unidos da América sobre exportações ou reexportações. Para obter a classificação de exportação deste Programa, consulte: <https://www.ibm.com/products/exporting/>.

User Value Unit (UVU)

User Value Unit (UVU) é uma unidade de medida pela qual o Programa pode ser licenciado. As Provas de Titularidade de UVU são baseadas no número e no tipo de Usuários/Utilizadores para dado Programa. O Licenciado deve obter titularidades suficientes para o número de UVUs necessário para o ambiente do Licenciado conforme especificado na tabela abaixo. As titularidades de UVU são específicas para o Programa e tipo de usuário/utilizador e não podem ser permutadas, trocadas ou agregadas a titularidades de UVU de outro programa ou tipo de usuário/utilizador.

Servidor Virtual

Servidor Virtual é uma unidade de medida pela qual o Programa pode ser licenciado. Um servidor é um computador físico que é constituído de unidades de processamento, memória e recursos de entrada/saída e que executa procedimentos, comandos ou aplicativos/aplicações solicitados para um ou mais usuários/utilizadores ou dispositivos de client. Onde são empregues racks, blade enclosures ou outro equipamento similar, cada dispositivo físico separável (por exemplo: um blade ou um rack-mounted device) que possui os componentes necessários é considerado, por si só, como um servidor separado. Um servidor virtual é um computador virtual criado para compartimentar os recursos disponíveis para um servidor físico ou um servidor físico não compartimentado. O Licenciado deve obter titularidades de Servidor Virtual para cada servidor virtual disponibilizado para o Programa, independentemente do número de núcleos de processador presente no servidor virtual ou o número de cópias do Programa presente no servidor virtual.

Termos Gerais de Encargos

1. Titularidades Acumulativas/Cumulativas

As titularidades de User Value Unit e Virtual Server não são meios alternativos para licenciar o Programa. O Licenciado deve obter titularidades suficientes de User Value Unit para cobrir os usuários/utilizadores do Programa, bem como o número apropriado de titularidades de Virtual Server para os servidores relevantes.

2. Licenciamento de User Value Unit

O Usuário/Utilizador para o propósito/fim de cálculo de UVU é um Empregado. Um Empregado é uma pessoa única empregada na Empresa do Licenciado ou uma pessoa única que de outro modo seja paga pela ou que esteja atuando/actuando em nome da Empresa do Licenciado, a quem de algum modo é dado acesso ao Programa, direta/directa ou indiretamente/indirectamente (por exemplo: por meio de um programa de multiplexação, dispositivo ou servidor de aplicativos/aplicações), através de quaisquer meios. Uma titularidade para um Empregado é exclusiva para o mesmo e não pode ser compartilhada/partilhada, nem pode ser reatribuída, salvo para a transferência definitiva da titularidade para outra pessoa.

Tabela de Conversão de User Value Unit

De 1 a 2.500 Usuários/Utilizadores, 1,0 UVU por Usuário/Utilizador

De 2.501 a 10.000 Usuários/Utilizadores, 2.500 UVUs mais 0,8 UVUs por Usuário/Utilizador acima de 2.500

De 10.001 a 50.000 Usuários/Utilizadores, 8.500 UVUs mais 0,6 UVUs por Usuário/Utilizador acima de 10.000

De 50.001 a 150.000 Usuários/Utilizadores, 32.500 UVUs mais 0,4 UVUs por Usuário/Utilizador acima de 50.000

Para mais de 150.000 Usuários/Utilizadores, 72.500 UVUs mais 0,2 UVUs por Usuário/Utilizador acima de 150.000

Termos Exclusivos do Programa

1. Cobrança e Gerenciamento/Gestão de Uso/Utilização da Licença

O software de Gerenciamento/Gestão de Uso/Utilização da Licença é utilizado para monitorar/monitorizar a conformidade. O Cliente deve preservar o seu produto original e todos os documentos do Passport Advantage como Prova de Titularidade.

Não são necessárias autorizações de cliente ou servidor separadas para licenciar quaisquer outras partes dos componentes do Programa, inclusive/incluindo o Information Center, o MQ Resource Adapter e o MQ Explorer.

2. VMware

Essa Imagem Virtual inclui uma cópia das Ferramentas VMware, que é licenciada para o Cliente a partir do VMware como parte da sua licença de VMware ESXi. O Cliente entende e concorda que o uso/a utilização do pacote de Ferramentas VMware está sujeito(a) àquela licença. Para obter quaisquer informações com relação/relativamente ao seu software VMware ESXi ou ao componente das Ferramentas VMware, consulte <http://www.vmware.com/>.

ЛИЦЕНЗИОННАЯ ИНФОРМАЦИЯ

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Название Программы: IBM QuickFile V1.1

Номер Программы: 5725-F81

Как указано в Международном Лицензионном Соглашении в отношении Программ ("IPLA") и настоящей Лицензионной Информации, IBM предоставляет Лицензиату ограниченное право на использование Программы. Это право ограничивается уровнем Авторизованного Использования, например, Единицами Мощности Процессора ("PVU"), Единицами Оценки ("VU") или другим указанным уровнем использования, оплаченным Лицензиатом, как явствует из Свидетельства о Правах. Использование Программы Лицензиатом может также быть ограничено определенной машиной или использованием только в качестве Вспомогательной Программы либо может подпадать под другие ограничения. Поскольку Лицензиат оплатил не всю экономическую стоимость Программы, никакое другое использование не разрешается без уплаты дополнительных взносов. Кроме того, как указано в IPLA, Лицензиату не разрешается использовать Программу для предоставления коммерческих ИТ-услуг какому-либо третьему лицу, для осуществления коммерческого хостинга или использования в режиме разделения времени, а также не разрешается сублицензировать Программу, сдавать ее в аренду или лизинг, если это явно не указано в соответствующих соглашениях, на основании которых Лицензиат получает разрешение на использование Программы. Лицензиат может получать дополнительные права в результате уплаты дополнительных взносов или на основании дополнительных условий. IBM оставляет за собой право определять, стоит ли предоставлять Лицензиату такие дополнительные права.

Спецификации Программы можно найти в объединенных разделах "Описание и техническая информация" Объявлений о выпуске Программы.

Отдельно Лицензируемый Программный Код

Положения данного абзаца не применяются в той степени, в какой они считаются недействительными или невыполнимыми по закону, регулиющему данную лицензию. Каждый из перечисленных ниже компонентов рассматривается как "Отдельно Лицензируемый Программный Код". Отдельно Лицензируемый Программный Код IBM лицензируется Лицензиату в соответствии с условиями применимого лицензионного соглашения(й) третьей стороны, указанного в файле(ах) NON_IBM_LICENSE, сопровождающем Программу. Невзирая на любые условия Соглашения или любого другого соглашения, которое может существовать между Лицензиатом и IBM, условия такого лицензионного соглашения(й) третьей стороны регулируют использование Лицензиатом всего Отдельно Лицензируемого Программного Кода, если только иное не указано ниже.

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Примечание: Невзирая на любые условия лицензионного соглашения третьей стороны, Соглашения или любого другого соглашения, которое может существовать между Лицензиатом и IBM:

- (a) IBM предоставляет Лицензиату этот Отдельно Лицензируемый Программный Код БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ;
- (b) IBM ОТКАЗЫВАЕТСЯ ОТ ЛЮБЫХ И ВСЕХ ЯВНЫХ И ПОДРАЗУМЕВАЕМЫХ ГАРАНТИЙ И УСЛОВИЙ, ВКЛЮЧАЯ, НО НЕ ОГРАНИЧИВАЯСЬ ЭТИМ, ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ И ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ, В ОТНОШЕНИИ ОТДЕЛЬНО ЛИЦЕНЗИРУЕМОГО ПРОГРАММНОГО КОДА;
- (c) IBM не несет ответственности перед Лицензиатом и не будет защищать Лицензиата, возмещать Лицензиату или оберегать Лицензиата в отношении любых претензий, возникающих из или связанных с Отдельно Лицензируемым Программным Кодом; и
- (d) IBM не несет ответственности за какие-либо прямые, не прямые, непредвиденные, особые, типовые или косвенные убытки или штрафные санкции, включая, но не ограничиваясь этим, потерянные данные, утраченные сбережения и упущенные доходы, в отношении Отдельно Лицензируемого Программного Кода.

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Нижеперечисленное является Отдельно Лицензируемым Программным Кодом:

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk

gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgroupp
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim

lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools

rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
scabios
tar
which
syslog-ng

Исходные Компоненты и Образцы Материалов

Программа может содержать некоторые компоненты в виде исходного кода ("Исходные Компоненты") и другие материалы, обозначаемые как Образцы Материалов. Лицензиат может копировать и изменять Исходные Компоненты и Образцы Материалов только для внутреннего использования при условии, что такое использование осуществляется в рамках лицензионных прав по настоящему Соглашению; однако при этом Лицензиату не разрешается изменять или удалять

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Ограничения на Экспорт и Импорт

Данная Программа может содержать технологии шифрования. Передача Программы определенным пользователям или ее использование определенными пользователями могут быть запрещены или регулироваться специальными законами, постановлениями или правилами в отношении экспорта и импорта, включая Правила Экспортного Контроля США. Лицензиат принимает всю ответственность за выполнение всех применимых законов, постановлений и правил в отношении экспорта, импорта или использования настоящей Программы, включая, но не ограничиваясь таковыми, ограничения США в отношении экспорта или реэкспорта. Чтобы определить экспортную классификацию Программы, обратитесь на Web-сайт по адресу: <https://www.ibm.com/products/exporting/>.

Единица Оценки Пользователей (UVU)

Единица Оценки Пользователей (UVU) — это единица измерения, с использованием которой может лицензироваться Программа. Свидетельства о Правах на основе единиц UVU определяются на основе числа и типа Пользователей указанной Программы. Лицензиат должен приобрести права, достаточные для того числа UVU, которое необходимо для среды Лицензиата, как указано в приведенной ниже таблице. Права на основе UVU относятся к конкретной Программе и конкретному типу пользователей, и их нельзя заменять, обменивать или объединять с правами на основе UVU для другой программы или другого типа пользователей.

Виртуальный Сервер

Виртуальный Сервер — это единица измерения, по которой может лицензироваться Программа. Сервер — это физический компьютер, который состоит из процессоров, памяти и средств ввода/вывода и который выполняет процедуры, команды или приложения по запросу одного или нескольких пользователей или клиентских устройств. В случае использования стоек, корпусов для blade-серверов или иного подобного оборудования каждое отдельное физическое устройство (например, blade-сервер или устройство, установленное в стойку), содержащее необходимые компоненты, считается как таковое отдельным сервером. Виртуальный сервер — это или виртуальный компьютер, созданный путем разбиения на разделы ресурсов, доступных физическому серверу, или физический сервер, в котором нет разбиения на разделы. Лицензиат должен приобрести разрешения на Виртуальные Серверы для

каждого виртуального сервера, доступного Программе, независимо от числа процессорных ядер на виртуальном сервере или числа копий Программы на виртуальном сервере.

Общие Условия Оплаты

1. Совокупность Разрешений

Разрешения на основе UVU и разрешения на Виртуальные Серверы не являются альтернативными способами лицензирования Программы. Лицензиат должен приобрести количество разрешений на основе UVU, достаточное для охвата пользователей Программы, а также надлежащее число разрешений на Виртуальные Серверы для соответствующих серверов.

2. Лицензирование на основе Единиц Оценки Пользователей

Для целей расчета числа UVU Пользователями считаются Сотрудники. Сотрудник ? это отдельное лицо, которое работает на Предприятии Лицензиата, либо отдельное лицо, которое иным способом получает оплату или действует от имени Предприятия Лицензиата и которому предоставляется доступ к Программе любым прямым или опосредованным способом (например, через программу-мультиплексор, устройство или сервер приложений) с помощью любых средств. Разрешение для Сотрудника принадлежит только данному Сотруднику и не может использоваться совместно, его можно переназначить только в случае безвозвратной передачи разрешения другому лицу.

Таблица Преобразования Единиц Оценки Пользователей

От 1 до 2 500 Пользователей: 1,0 UVU на каждого Пользователя

От 2 501 до 10 000 Пользователей: 2 500 UVU плюс 0,8 UVU на Пользователя сверх 2 500

От 10 001 до 50 000 Пользователей: 8 500 UVU плюс 0,6 UVU на Пользователя сверх 10 000

От 50 001 до 150 000 Пользователей: 32 500 UVU плюс 0,4 UVU на Пользователя сверх 50 000

Для более чем 150 000 Пользователей: 72 500 UVU плюс 0,2 UVU на Пользователя сверх 150 000

Особые Положения для Программы

1. Оплата и управление использованием лицензий

Программное средство License Use Management используется для контроля за соблюдением требований. Вы должны сохранить исходный продукт и все документы Passport Advantage в качестве Свидетельства о Правах.

Для лицензирования любых других компонентов Программы, включая Information Center, MQ Resource Adapter и MQ Explorer, никаких отдельных серверных или клиентских разрешений не требуется.

2. VMware

Данный Виртуальный Образ включает копию инструментов VMware Tools, которые VMware предоставляет вам в составе вашей лицензии на VMware ESXi. Вы осознаете и согласны с тем, что использование пакета VMware Tools регулируется вышеупомянутой лицензией. За любой информацией относительно вашего ПО VMware ESXi или компонента VMware Tools обращайтесь по веб-адресу <http://www.vmware.com/>.

PODATKI O LICENCIRANJU

Licence za programe, navedene spodaj, se izdajajo v skladu z naslednjimi določbami in pogoji, in veljajo poleg tistih iz IBM Mednarodna licenčna pogodba za program (IBM-ova številka obrazca Z125-3301-14.

Ime programa: IBM QuickFile V1.1

Številka programa: 5725-F81

Kot je opisano v mednarodni licenčni pogodbi za program ("IPLA") in teh licenčnih informacijah, družba IBM imetniku licence podeljuje omejeno pravico za uporabo programa. Ta pravica je omejena na raven pooblaščne uporabe, kot je enota vrednosti procesorja ("PVU"), enota vrednosti ("VU") ali druga določena raven uporabe, ki jo plača imetnik licence, kot je zabeleženo v dokazilu o pooblastilu. Uporaba imetnika licence je lahko omejena tudi na določen računalnik ali le v obliki podpornega programa oziroma zanj veljajo druge omejitve. Ker imetnik licence ni plačal polne cene programa, brez doplačila programa ne sme uporabljati na noben drug način. Kot je navedeno v pogodbi IPLA, imetnik licence poleg tega nima pooblastil za uporabo programa za namen izvajanja komercialnih storitev IT za katero koli tretjo osebo, za omogočanje komercialnega gostovanja ali dodeljevanja časa oziroma za podlicenciranje ali najem programa, razen če je to izrecno navedeno v ustreznih pogodbah, po katerih imetnik licence pridobi pooblastila za uporabo programa. Imetniku licence so lahko na voljo dodatne pravice na podlagi doplačila oziroma različnih ali dodatnih pogojev. Družba IBM si pridržuje pravico odločanja o tem, ali bo imetniku licence omogočila takšne dodatne pravice.

Specifikacije tega programa so na voljo v skupnih razdelkih Opis in tehnične informacije v obvestilih za program.

Ločeno licencirana koda

Določbe tega odstavka ne veljajo do mere, ko so po zakonodaji, ki ureja to licenco, ocenjene kot nične ali takšne, da jih ni mogoče uveljaviti. Vse komponente, navedene spodaj, so obravnavane kot "ločeno licencirana koda". IBM-ova ločeno licencirana koda je podeljena imetniku licence v skladu s pogoji ustreznih licenčnih pogodb drugega proizvajalca, ki so razloženi v datotekah NON_IBM_LICENSE, dodanih programu. Ne glede na pogoje iz te pogodbe ali katerekoli druge pogodbe, ki jo lahko sklene imetnik licence z IBM-om, veljajo za uporabo vseh ločeno licenciranih kod pogoji takšnih licenčnih pogodb z drugim proizvajalcem, razen če ni spodaj določeno drugače.

Nadaljnje posodobitve ali popravki programa lahko vsebujejo dodatno ločeno licencirano kodo. Takšna dodatna ločeno licencirana koda in z njo povezane licence so navedene v drugi datoteki NON_IBM_LICENSE, ki jo dobite s posodobitvijo ali popravkom programa. Imetnik licence potrjuje, da je prebral licenčne pogodbe, vsebovane v datotekah NON_IBM_LICENSE, in da z njimi soglaša. Če imetnik licence ne soglaša z določbami iz teh licenčnih pogodb drugega proizvajalca, ne sme uporabljati ločeno licencirane kode.

Za programe, pridobljene v skladu z mednarodno licenčno pogodbo za program ("IPLA") ali mednarodno licenčno pogodbo za program brez garancije ("ILAN"), ko je imetnik licence

izvirni imetnik licence programa, ki ne soglaša z licenčnimi pogodbami drugega proizvajalca, lahko v določenem časovnem okviru, ki je določen v razdelku "Garancija z vračilom denarja" IBM-ove pogodbe IPLA ali ILAN, vrne program v skladu s tema pogodbama.

Opomba: ne glede na katerekoli pogoje v licenčni pogodbi drugega proizvajalca, tej pogodbi ali katerikoli drugi pogodbi, ki jo lahko sklene imetnik licence z IBM-om, velja naslednje:

- (a) IBM nudi ločeno licencirano kodo imetniku licence BREZ VSAKRŠNIH GARANCIJ;
- (b) IBM ZAVRAČA KATEREKOLI IN VSE IZRECNE IN NAKAZANE GARANCIJE IN POGOJE, KAR VKLJUČUJE TUDI (VENDAR NI OMEJENO NA) GARANCIJO ZA NASLOV, NEKRŠENJE ALI NEOVIRANJE IN ZAKONSKE GARANCIJE IN POGOJE ZA TRŽNOST IN PRIMERNOST ZA DOLOČEN NAMEN Z OZIROM NA LOČENO LICENCIRANO KODO;
- (c) IBM ni odgovoren imetniku licence in ga bo branil, zavaroval ali mu povrnil škodo v zvezi s kakršnimikoli zahtevki, vloženimi v povezavi z ločeno licencirano kodo; in
- (d) IBM ni odgovoren za nobeno posredno, neposredno, naključno, posebno, kazensko, dodatno ali posledično škodo, kar vključuje tudi (vendar ni omejeno na) izgubljene podatke, izgubljene prihranke in izgubljene dobičke z ozirom za ločeno licencirano kodo.

Ne glede na te izjeme veljajo v Nemčiji in Avstriji za IBM-ovo garancijo in odgovornost za ločeno licencirano kodo samo ustrezni pogoji, ki veljajo za Nemčijo in Avstrijo v IBM-ovih licenčnih pogodbah.

Opomba: IBM lahko za nekatere ločeno licencirane kode nudi omejeno podporo. Če je na voljo takšna podpora, bodo podrobnosti in vsi dodatni pogoji, povezani s takšno podporo, določeni v dokumentu s podatki o licenciranju.

Sledijo ločeno licencirane kode:

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32

ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils

ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgroupp
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap

nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng

vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Izvirne komponente in vzorčno gradivo

Program lahko vključuje nekatere komponente v obliki izvirne kode ("izvirne komponente") in drugo gradivo, imenovano "vzorčno gradivo". Imetnik licence lahko kopira in spreminja izvirne komponente ter vzorčno gradivo za notranjo uporabo samo v primeru, da je takšna uporaba v okviru licenčnih pravic, določenih v tej pogodbi, vendar imetnik licence ne sme spreminjati ali brisati kakršnihkoli informacij o avtorstvu ali obvestil v izvirnih komponentah ali vzorčnem gradivu. IBM ponuja izvirne komponente in vzorčno gradivo brez obveznosti za podporo in "TAKŠNO, KAKRŠNO JE", BREZ GARANCIJ KAKRŠNEKOLI VRSTE, PA NAJ BODO IZRECNE ALI NAKAZANE, KAR VKLJUČUJE TUDI GARANCIJO ZA NASLOV, NEKRŠENJE ALI NEOVIRANJE IN ZAKONSKE GARANCIJE IN POGOJE ZA PRODAJNOST IN PRIMERNOST ZA DOLOČEN NAMEN.

Izvozne in uvozne omejitve

Ta program lahko vsebuje kodirano pisavo. Prenos ali uporaba programa sta lahko prepovedana ali pa sta predmet izvoznih ali uvoznih zakonov, predpisov ali načel, vključno z izvoznimi predpisi ameriške administracije. Imetnik licence prevzema vso odgovornost za podrejanje vsem ustreznim zakonom, predpisom in načelom v zvezi z izvažanjem, uvažanjem ali uporabo tega programa, kar vključuje tudi (vendar ni omejeno na) omejitve izvažanja ali vnovičnega izvažanja Združenih držav Amerike. Za pridobitev izvozne klasifikacije za ta program pojdite na spletno stran <https://www.ibm.com/products/exporting/>.

Vrednostna enota uporabnika (UVU)

Vrednostna enota uporabnika (UVU) je merska enota, na podlagi katere je lahko licenciran ta program. Dokazila o upravičenosti UVU temeljijo na številu in tipu uporabnikov za določen program. Imetnik licence mora pridobiti dovolj pooblastil za število UVU-jev, ki jih v skladu z določbami iz spodnje tabele potrebuje v svojem okolju. Pooblastila UVU so specifična za program; tipa uporabnika ni dovoljeno zamenjati, izmenjati ali združiti s pooblastili UVU drugega programa ali tipa uporabnika.

Navidezni strežnik

Navidezni strežnik je merska enota, na podlagi katere je lahko licenciran program. Strežnik je fizični računalnik, sestavljen iz procesorskih enot, pomnilnika in vhodno/izhodnih zmožnosti, ki izvaja zahtevane procedure, ukaze ali aplikacije za enega ali več uporabnikov ali odjemalskih naprav. Če uporablja imetnik licence omare, ohišja strežniških rezin ali drugo podobno opremo, šteje vsaka ločena fizična naprava (to je rezina ali ohišna naprava), ki vsebuje zahtevane komponente, kot ločen strežnik. Navidezni strežnik je navidezni računalnik, ustvarjen s particioniranjem sredstev, ki so na voljo fizičnemu strežniku, ali neparticioniran fizični strežnik. Imetnik licence mora pridobiti pooblastila za navidezni strežnik za vsak navidezni strežnik, ki je na voljo za program, ne glede na število procesorskih jeder ali števila kopij programa v navideznem strežniku.

Splošni pogoji obračunavanja

1. Kumulativna pooblastila

Pooblastila enote vrednosti uporabnika in navideznega strežnika niso nadomestni način za licenciranje programa. Imetnik licence mora pridobiti zadostna pooblastila enote vrednosti uporabnika za pokritje uporabnikov programa kot tudi ustrezno število pooblastil navideznega strežnika za zadevne strežnike.

2. Licenciranje enote vrednosti uporabnika

Uporabnik za namene izračunu UVU je uslužbenec. Uslužbenec je specifična oseba, ki je zaposlena v podjetju imetnika licence, ali specifična oseba, ki jo plačuje podjetje imetnika licence ali ki deluje v njegovem imenu, in ji je dodeljen dostop do programa na kakršen koli način, pa naj bo neposredno ali posredno (na primer prek programa za multipleksiranje, naprave ali aplikacijskega strežnika). Pooblastilo za uslužbenca je specifično za tega uslužbenca in ga ni dovoljeno souporabljati, niti prenesti, razen če gre za trajen prenos pooblastila na tretjo osebo.

Tabela za pretvorbo enot vrednosti uporabnikov

Od 1 do 2500 uporabnikov, 1 UVU na uporabnika

Od 2501 do 10.000 uporabnikov, 2500 UVU-jev plus 0,8 UVU-ja na uporabnika nad 2500

Od 10.001 do 50.000 uporabnikov, 8.500 UVU-jev plus 0,6 UVU-ja na uporabnika nad 10.000

Od 50.001 do 150.000 uporabnikov, 32.500 UVU-jev plus 0,4 UVU-ja na uporabnika nad 50.000

Za več kot 150.000 uporabnikov, 72.500 UVU-jev plus 0,2 UVU-ja na uporabnika nad 150.000

Pogoji, specifični za program

1. Zaračunavanje in upravljanje uporabe licence

Programska oprema License Use Management se uporablja za nadzorovanje skladnosti. Izvirni izdelek in vse dokumente Passport Advantage morate zadržati kot dokazilo o upravičenosti.

Za licenciranje katere koli druge komponente programa, vključno z Information Center, MQ Resource Adapter in MQ Explorer, niso potrebna nobena ločena pooblastila strežnika ali odjemalca.

2. VMware

Ta navidezna slika vključuje kopijo orodij VMware Tools, ki jo za vas licencira podjetje VMware kot del licence VMware ESXi. Naročnik razume in soglaša, da za uporabo paketa orodij VMware Tools velja ta licenca. Informacije o programski opremi VMware ESXi ali komponenti VMware Tools so na voljo na naslovu <http://www.vmware.com/>.

INFORMACIÓN SOBRE LICENCIA

Los Programas que se enumeran a continuación se licencian bajo los siguientes términos y condiciones, además de los del IBM Acuerdo Internacional de Programas bajo Licencia (form number de IBM Z125-3301-14).

Nombre de Programa: IBM QuickFile V1.1

Número de Programa: 5725-F81

Tal como se estipula en el Acuerdo Internacional de Programas Bajo Licencia ("IPLA") y en la presente Información de Licencia, IBM otorga al Licenciario un derecho limitado a utilizar el Programa. Este derecho está limitado a los niveles de Uso Autorizado establecidos, como una Value Unit de Procesador ("PVU"), una Value Unit ("VU") u otros niveles de uso estipulados que el Licenciario hubiera pagado, tal como se indica en el Documento de Titularidad. El uso por parte del Licenciario también se limitará a una máquina especificada o al uso como Programa de Soporte, o se someterá a otras restricciones. Puesto que el Licenciario no ha pagado el valor económico íntegro del Programa, no se permitirá ningún otro uso sin abonar previamente los cargos adicionales correspondientes. Además, tal como se indica en el IPLA, el Licenciario no está autorizado a utilizar el Programa para prestar servicios de TI comerciales a terceros o para prestar servicios comerciales de alojamiento web u ofrecer el uso del Programa en régimen de multipropiedad, ni a otorgar licencias a terceros, alquilar o arrendar el Programa, salvo que así se estableciera explícitamente en los acuerdos aplicables en virtud de los cuales el Licenciario obtiene las necesarias autorizaciones para utilizar el Programa. Podrán otorgarse al Licenciario derechos adicionales previo pago de los cargos adicionales correspondientes o en virtud de unos términos distintos o complementarios. IBM se reserva el derecho a determinar si desea otorgar al Licenciario dichos derechos adicionales.

Encontrará las especificaciones del Programa en las cláusulas comunes Descripción e Información técnica incluidas en las Cartas de anuncio del Programa.

Código con Licencia Separada

Las estipulaciones que se establecen en este párrafo no se aplicarán en caso de que se declaren inválidas o sin fuerza ejecutoria bajo la ley que rige esta licencia. Los componentes que se enumeran a continuación se consideran "Código con Licencia Separada". El Código con Licencia Separada de IBM se licencia al Licenciario de acuerdo con los términos que se establecen en el correspondiente acuerdo de licencia de terceros en el archivo NON_IBM_LICENSE que acompaña al Programa. Independientemente de los términos del Acuerdo o de cualquier otro acuerdo que el Licenciario pudiera tener con IBM, los términos de dichos acuerdos de licencia de terceros rigen el uso por parte del Licenciario de todo el Código con Licencia Separada, excepto que se especifique de otro modo a continuación.

Las futuras actualizaciones o correcciones del Programa pueden contener otros componentes del Código con Licencia Separada. Dicho Código con Licencia Separada adicional y sus correspondientes licencias se listarán en otro archivo NON_IBM_LICENSE que acompaña a la actualización o a la corrección del Programa. El Licenciatario reconoce que ha leído y acepta los acuerdos de licencia que se incluyen en los archivos NON_IBM_LICENSE. Si el Licenciatario no acepta los términos de estos acuerdos de licencia de terceros, el Licenciatario no puede utilizar el Código con Licencia Separada.

En cuanto a los Programas adquiridos de acuerdo con el IPLA (Acuerdo Internacional de Programas bajo Licencia) o ILAN (Acuerdo Internacional de Licencia para Programas Sin Garantía) y siempre que el Licenciatario sea el licenciatario original del Programa, si el Licenciatario no acepta los acuerdos de licencia de terceros, el Licenciatario puede devolver el Programa de acuerdo con los términos del apartado "Garantía de devolución" del Acuerdo de IBM, IPLA o ILAN, y en el periodo de tiempo establecido.

Nota: Independientemente de los términos del acuerdo de licencia de terceros, del Acuerdo o de cualquier otro acuerdo que el Licenciatario pudiera tener con IBM:

- (a) IBM proporciona este Código con Licencia Separada al Licenciatario SIN GARANTÍA DE NINGÚN TIPO;
- (b) IBM NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA E IMPLÍCITA INCLUIDAS, PERO SIN LIMITARSE A, LA GARANTÍA DE TÍTULO, LA GARANTÍA RESPECTO A DERECHOS DE TERCEROS O INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA RESPECTO AL CÓDIGO CON LICENCIA SEPARADA;
- (c) IBM no será responsable ante el Licenciatario, y no defenderá, ni mantendrá indemne o fuera de toda responsabilidad al Licenciatario de ninguna reclamación que surja del Código con Licencia Separada o esté relacionada con éste; y
- (d) IBM no se responsabiliza de ningún daño directo, indirecto, incidental, especial, ejemplar, punitivo o consecuencial incluidas, pero sin limitarse a, la pérdida de datos, la pérdida de ahorros y la pérdida de beneficios respecto al Código con Licencia Separada.

A pesar de estas exclusiones, en Alemania y Austria, la garantía y la responsabilidad de IBM para el Código con Licencia Separada se rigen únicamente por los respectivos términos aplicables en Alemania y en Austria en los acuerdos de licencia de IBM.

Nota: Es posible que IBM proporcione soporte limitado para parte del Código con Licencia Separada. Si dicho soporte está disponible, los detalles y los términos adicionales relacionados con dicho soporte se establecerán en el documento de Información sobre Licencia.

A continuación se enumera Código con Licencia Separada:

acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk

gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip
hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libgcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim

lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl
mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools

rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit
tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
seabios
tar
which
syslog-ng

Componentes en Código Fuente y Materiales de muestra

El Programa puede incluir algunos componentes en formato de código fuente ("Componente en Código Fuente") y otros materiales identificados como Materiales de muestra. El Licenciatarlo puede copiar y modificar los Componentes en Código Fuente y los Materiales de muestra únicamente para uso interno, siempre que dicho uso esté dentro de los límites de los derechos de licencia en virtud del presente Acuerdo, y siempre y cuando el Licenciatarlo no altere ni suprima ninguna

información de copyright ni de avisos de los Componentes en Código Fuente ni de los Materiales de muestra. IBM proporciona los Componentes en Código Fuente y los Materiales de muestra sin ningún tipo de obligación de soporte y "TAL CUAL", SIN GARANTÍA DE NINGÚN TIPO, NI IMPLÍCITA NI EXPLÍCITA, INCLUIDAS LA GARANTÍA DE TÍTULO, LA GARANTÍA DE NO VULNERACIÓN DE DERECHOS DE TERCEROS O DE NO INJERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA.

Restricciones de exportación e importación

Este Programa puede contener cifrado. El uso o la transferencia del Programa a usuarios puede estar prohibido o sujeto a las leyes, los reglamentos y las políticas de importación y exportación, incluidos aquellos de las Regulaciones de Administración de Exportaciones (Export Administration Regulations) de Estados Unidos. El Licenciario asume la plena responsabilidad de cumplir con todas las leyes, los reglamentos y las políticas aplicables respecto a la exportación, la importación o la utilización del presente Programa, incluidas pero sin limitarse a, las restricciones EE.UU. sobre exportaciones o reexportaciones. Para obtener la clasificación de exportaciones de este Programa consulte: <https://www.ibm.com/products/exporting/>.

Value Unit de Usuario (UVU)

Value Unit de Usuario (UVU) es una unidad de medida por la que se puede licenciar el Programa. Los Documentos de Titularidad de UVU se basan en el número y el tipo de Usuarios correspondientes al Programa determinado. El Licenciario debe adquirir suficientes autorizaciones para el número de UVU necesarias para el entorno, tal como se especifica en la siguiente tabla. Las autorizaciones de UVU son específicas para el Programa y el tipo de usuario y no se pueden cambiar, intercambiar ni agregar a autorizaciones de UVU de otro programa o tipo de usuario.

Servidor Virtual

Servidor Virtual es una unidad de medida por la que se puede licenciar el Programa. Un servidor es un sistema físico que consta de unidades de proceso, memoria y funciones de entrada/salida y que ejecuta los procedimientos, mandatos o aplicaciones solicitados para uno o varios usuarios o dispositivos cliente. Siempre que se utilizan bastidores, alojamientos blade u otro equipo similar, cada dispositivo físico desmontable (por ejemplo, un blade o un dispositivo montado en bastidor) que tenga los componentes solicitados se considera un servidor independiente. Un servidor virtual es un sistema virtual creado mediante la partición de los recursos disponibles en un servidor físico, o bien un servidor físico no particionado. El Licenciario debe obtener autorizaciones de Servidor Virtual para cada servidor virtual que esté disponible para el Programa, independientemente de la cantidad de núcleos de procesador o del número de copias del Programa en el servidor virtual.

Términos Generales de Cargos

1. Autorizaciones acumulativas

Las Autorizaciones de Value Unit de Usuario y de Servidor Virtual no son métodos alternativos para obtener licencia para el Programa. El Licenciatario debe obtener suficientes autorizaciones de Value Unit de Usuario para dar cobertura a los usuarios del Programa, así como el número adecuado de autorizaciones de Servidor Virtual para los servidores correspondientes.

2. Licencia de Value Unit de Usuario

Los usuarios, a efectos del cálculo de UVU, son Empleados. Un Empleado es una persona única empleada en la Empresa del Licenciatario o una persona única retribuida de otro modo, o que actúa en nombre de la Empresa del Licenciatario a la que se otorga el acceso al Programa, ya sea directa o indirectamente (por ejemplo, por medio de un programa multiplexor, dispositivo o servidor de aplicaciones) mediante cualquier medio. Una autorización para un Empleado es única para dicho Empleado y no se puede compartir ni se puede volver a ceder, salvo en la transferencia permanente de la autorización a otra persona.

Tabla de Conversión de Value Unit de Usuario

De 1 a 2.500 Usuarios, 1,0 UVU por Usuario

De 2.501 a 10.000 Usuarios, 2.500 UVU más 0,8 UVU por Usuario a partir de 2.500

De 10.001 a 50.000 Usuarios, 8.500 UVU más 0,6 UVU por Usuario a partir de 10.000

De 50.001 a 150.000 Usuarios, 32.500 UVU más 0,4 VU por Usuario a partir de 50.000

Para más de 150.000 Usuarios, 72.500 UVU más 0,2 UVU por Usuario a partir de 150.000

Términos Exclusivos del Programa

1. Gestión del uso de licencias y cargos

El software Gestión de Uso de Licencia se utiliza para monitorizar el cumplimiento. El Cliente debería mantener el producto original y todos los documentos Passport Advantage como Documentos de Titularidad.

No se requiere ninguna autorización de servidor o cliente separada para licenciar otro componente del Programa, ni siquiera para el Information Center, para MQ Resource Adapter ni para MQ Explorer.

2. VMware

Esta Imagen Virtual incluye una copia de VMware Tools, que se licencia desde VMware como parte de la licencia de VMware ESXi. El usuario entiende y acepta que el uso del paquete VMware Tools está sujeto a la licencia. Para obtener información referente al software VMware ESXi o al componente VMware Tools, consulte <http://www.vmware.com/>.

LİSANS BİLGİLERİ

Aşağıda listelenen programlar, IBM Uluslararası Program Lisans Sözleşmesi (IBM form numarası Z125-3301-14) koşullarına ek olarak aşağıdaki koşullar kapsamında lisanslanır.

Program Adı: IBM QuickFile V1.1

Program Numarası: 5725-F81

Uluslararası Program Lisans Sözleşmesi'nde ("UPLS") ve bu Lisans Bilgileri belgesinde açıklandığı şekilde IBM, Lisans Alan Tarafa bu Programı kullanması için sınırlı bir hak verir. Bu hak, Yetki Belgesinde (PoE) kanıtlandığı şekilde, Lisans Alan Tarafa ödemesi yapılmış olan İşlemci Değer Birimi ("PVU"), Değer Birimi ("VU") ya da belirlenmiş diğer bir kullanım seviyesi gibi bir Yetkili Kullanım seviyesiyle sınırlanmıştır. Ayrıca, Lisans Alan Tarafın kullanımı, ayrıca belirli bir makineyle ya da yalnızca bir Destekleyici Programla ya da başka kısıtlamalara tabi olarak sınırlanabilir. Lisans Alan Taraf bu Programın başka hiçbir şekilde kullanılmasına tümünü ödemediğinde, ek ücretler ödenmedikçe Programın başka hiçbir şekilde kullanılmasına izin verilmez. Ayrıca, Lisans Alan Tarafın bu Programı kullanmak üzere edindiği yetkiler kapsamındaki geçerli sözleşmeler için açıkça belirtilmediği sürece ve Uluslararası Program Lisans Sözleşmesi'nde ("UPLS") belirtildiği şekilde Lisans Alan Tarafa bu Programı herhangi bir üçüncü kişiye ticari BT hizmetleri sağlamak, ticari barındırma ya da zaman paylaşımı sunmak ya da alt lisanslamak, kiralamak ya da finansal olarak kiralamak üzere kullanım yetkisi de verilmez. Ek ücretlerin ödenmesine bağlı olarak ya da farklı veya tamamlayıcı koşullar kapsamında Lisans Alan Tarafa ek haklar sağlanabilir. IBM, Lisans Alan Tarafa bu tür ek hakları sağlayıp sağlamamaya ilişkin karar verme hakkını saklı tutar.

Programın belirtilmeleri, Programın Duyuru Mektuplarındaki toplu Tanıtım ve Teknik Bilgiler (Description and Technical Information) başlıklı bölümlerde bulunabilir.

Ayrıca Lisanslanan Kod

Bu paragrafta yer alan hükümler, bu lisansın tabi olduğu yasalar kapsamında geçersiz sayıldıkları veya uygulanamaz olarak değerlendirildikleri sürece geçerli olmazlar. Aşağıda listelenen bileşenlerden her biri "Ayrıca Lisanslanan Kod" olarak değerlendirilir. Ayrıca Lisanslanan Kod, Lisans Alan Tarafa, IBM tarafından bu Programla birlikte gönderilen NON_IBM_LICENSE dosyasında/dosyalarında belirtilen geçerli üçüncü kişi lisans sözleşmesi/sözleşmeleri koşulları kapsamında lisanslanır. Bu Sözleşmede veya Lisans Alan Tarafın IBM ile yapmış olabileceği diğer bir sözleşmede yer alan koşullar dikkate alınmaksızın, Ayrıca Lisanslanan Kodların tümünün kullanımı, aşağıda aksi belirtilmedikçe, bu tür üçüncü kişi lisans sözleşmelerinin koşullarına tabidir.

Program için gerçekleştirilecek güncellemeler veya düzeltmeler, ek bir Ayrıca Lisanslanan Kod içerebilir. Bu tür bir ek Ayrıca Lisanslanan Kod ve bununla ilgili lisanslar Program güncellemesi veya düzeltmesiyle birlikte gönderilen diğer bir NON_IBM_LICENSE dosyasında yer alır. Lisans Alan Taraf, NON_IBM_LICENSE dosyasında/dosyalarında bulunan lisans sözleşmelerini okuduğunu ve kabul ettiğini belirtmiş sayılır. Lisans Alan Taraf, bu tür üçüncü kişi lisans sözleşmelerinin koşullarını kabul etmiyorsa, Ayrıca Lisanslanan Kodu kullanamaz.

Lisans Alan Taraf, Uluslararası Program Lisans Sözleşmesi ("UPLS") veya Garanti Verilmeyen Programlar İçin Uluslararası Program Lisans Sözleşmesi (International Program License Agreement for Non Warranted Programs – "ILAN") kapsamında edinilen Programlar için, Programın ilk lisans alan tarafı ise ve üçüncü kişi lisans sözleşmelerinde belirtilen koşulları kabul etmiyorsa, Uluslararası Program Lisans Sözleşmesi ("UPLS") veya Garanti Verilmeyen Programlar İçin Uluslararası Program Lisans Sözleşmesi (International Program License Agreement for Non Warranted Programs – "ILAN") adlı sözleşmelerin "Para İadesi Garantisi" bölümünün koşullarına uygun olarak ve bu bölümde belirtilen süreler içinde Programı iade edebilir.

Not: Üçüncü kişi lisans sözleşmesinde, bu Sözleşmede veya Lisans Alan Tarafın IBM ile yapmış olabileceği diğer herhangi bir sözleşmede yer alan koşullar dikkate alınmaksızın:

- (a) IBM, bu Ayrıca Lisanslanan Kodu Lisans Alan Tarafa HİÇBİR GARANTİ VERMEKSİZİN sağlar;
- (b) IBM, AYRICA LİSANSLANAN KODA İLİŞKİN OLARAK MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALEYE DAİR GARANTİLER İLE TİCARİLİK VE BELİRLİ BİR AMACA UYGUNLUK İÇİN ZİMNİ GARANTİ VE KOŞULLAR DA DAHİL OLMAK, ANCAK BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VE ZİMNİ HİÇBİR GARANTİ VERMEZ VE HİÇBİR KOŞUL ÖNE SÜRMEZ;
- (c) IBM, Ayrıca Lisanslanan Kod ile ilgili veya Ayrıca Lisanslanan Koddan kaynaklanan herhangi bir iddiada Lisans Alan Tarafa karşı yükümlü değildir ve Lisans Alan Tarafı bu iddialara karşı tazmin etmek, savunmak ve Lisans Alan Tarafın zarara uğramamasını sağlamakla sorumlu olmayacaktır; ve
- (d) IBM, Ayrıca Lisanslanan Kod ile ilgili olarak veri kaybı, tasarruf kaybı ve kar kaybı da dahil, ancak bunlarla sınırlı olmaksızın doğrudan, dolaylı, arızı, özel, örnek niteliğinde, cezai veya sonuçta ortaya çıkan herhangi bir zarardan sorumlu değildir.

Bu istisnalar dikkate alınmaksızın, Almanya ve Avusturya'da Ayrıca Lisanslanan Kod ile ilgili olarak IBM'in garanti ve yükümlülüğü yalnızca, IBM lisans sözleşmelerinde Almanya ve Avusturya için geçerli olan ilgili koşullara tabidir.

Not: IBM, bazı Ayrıca Lisanslanan Kodlara ilişkin sınırlı destek sağlayabilir. Bu tür bir destek sağlandığında, bu tür bir desteğe ilişkin ayrıntılar ve tüm ek koşullar Lisans Bilgileri belgesinde belirtilecektir.

Ayrıca Lisanslanan Kod aşağıdadır:

```
acl
alsa-lib
at
atk
attr
audit
augeas
avahi
base-lsb
bash
bc
```

bind
binutils
bridge-utils
busybox
cairo
cairo-spice
cdrkit
chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
crontabs
cryptsetup-luks
cups
cvs
dbus
dbus-glib
desktop-file-utils
device-mapper-multipath
dmidecode
dnsmasq
dracut
drbd83-kmod
drbd83-utils
e2fsprogs
ebtables
ed
eggdbus
elfutils
ethtool
ffmpeg-spice
filesystem
gamin
gawk
gdb
gdbm
gettext
glib2
glibc
gpxe
grep
groff
grub
grubby
gtk2
gzip

hicolor-icon-theme
hwdata
igb-kmod
initscripts
iproute
iptables
ipvsadm
irqbalance
iscsi-initiator-utils
ixgbe-kmod
kbd
kernel
kexec-tools
keyutils
libaio
libart_lgpl
libasyncns
libcap-ng
libcgrouper
libcmptutil
libcrypt
libgpg-error
libidn
libmverbs
libnih
libnl
libsepol
libsndfile
libthai
libtool
libusb
libuser
libutempter
libvirt
libvirt-cim
lksctp-tools
lm_sensors
logrotate
lvm2
lzo
lzop
make
MAKEDEV
man
mdadm
megaraid_sas-kmod
microcode_ctl

mingetty
module-init-tools
mptlinux-kmod
mysql
netcf
net-tools
newt
nfs-utils
nmap
nss-pam-ldapd
numactl
numad
ocfs2-tools
ofa_kernel
OpenIPMI
oprofile
pam
pam_ldap
pango
parted
patch
pciutils
pkgconfig
plymouth
pm-utils
polkit
portreserve
prelink
procmail
procps
psmisc
pulseaudio
qemu-kvm
readline
rng-tools
rpm
scsi-target-utils
sed
shadow-utils
sharutils
slang
spice-server
ssmtp
swig
sysfsutils
sysstat
sysvinit

tar-static
texinfo
time
trustedgrub
tunctl
udev
unixODBC
upstart
util-linux-ng
vgabios
vim
xmlto
xz
cpio
diffutils
findutils
gcc
gmp
gnutls
less
libtasn1
m4
scabios
tar
which
syslog-ng

Kaynak Bileşenler ve Örnek Malzemeler

Bu Program, kaynak kodu biçimindeki bazı bileşenleri ("Kaynak Bileşenler") ve Örnek Malzemeler olarak tanımlanan diğer malzemeleri içerebilir. Lisans Alan Taraf, Kaynak Bileşenleri ve Örnek Malzemeleri ancak Kaynak Bileşenleri ve Örnek Malzemeleri kullanımının bu Sözleşme kapsamındaki lisans hakları tarafından çizilen sınırlar içinde kalması ve ancak Kaynak Bileşenlerde ya da Örnek Malzemelerde içerilen hiçbir telif hakkı bilgisini veya bildirimini değiştirmemek veya silmemek koşuluyla dahili olarak kullanmak amacıyla kopyalayabilir ve kullanabilir. IBM, Kaynak Bileşenleri ve Örnek Malzemeleri, destek yükümlülüğü olmaksızın ve MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALE EDİLMEYECEĞİNE DAİR GARANTİLER İLE TİCARİLİĞE VE BELİRLİ BİR AMACA UYGUNLUĞA DAİR ZİMNİ GARANTİLER VE KOŞULLAR DA DAHİL OLMAK, ANCAK TÜMÜ BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VEYA ZİMNİ HİÇBİR GARANTİ VERMEKSİZİN "OLDUĞU GİBİ" ESASIYLA SAĞLAR.

İhracat ve İthalat Sınırlamaları

Bu Program şifreleme içerebilir. Bu Programın kullanıcılara devredilmesi veya kullanıcılar tarafından kullanımı yasaklanabilir veya A.B.D. İhracat Yönetimi Düzenlemeleri de dahil olmak üzere ithalat ya da ihracat yasalarına, düzenlemelerine veya ilkelerine tabi olabilir. Lisans Alan Taraf, A.B.D'deki ihracat veya yeniden ihracat sınırlamaları da dahil olmak, ancak tüm bunlarla sınırlı olmamak üzere bu Programın ihracatına, ithalatına veya kullanımına ilişkin tüm geçerli yasa, düzenleme ve ilkelere uygun davranmaktan tümüyle kendisinin sorumlu olduğunu kabul eder. Bu Programın ihracat sınıflandırmasını edinmek için aşağıdaki URL adresini ziyaret edin: <https://www.ibm.com/products/exporting/>.

Kullanıcı Değer Birimi (UVU)

Kullanıcı Değer Birimi (User Value Unit; UVU), bu Programın lisanslandığı ölçüm birimidir. Kullanıcı Değer Birimi ("UVU") yetki belgeleri, belirli bir Programın Kullanıcılarının sayısına ve türüne göre belirlenir. Lisans Alan Taraf, aşağıda yer alan tabloya uygun olarak kendi ortamı için gereken sayıda Kullanıcı Değer Birimi (UVU) yetkisi edinmelidir. Kullanıcı Değer Birimi (UVU) yetkileri, Programa ve kullanıcı türüne özeldir ve başka bir programın veya kullanıcının türünün Kullanıcı Değer Birimi (UVU) yetkileriyle takas edilemez, değiş tokuş edilemez veya bir araya toplanamaz.

Sanal Sunucu

Sanal Sunucu, bu Programın lisanslanabileceği ölçüm birimidir. Sunucu, bir veya daha fazla kullanıcı ve istemci aygıtında istenen yordamları, komutları veya uygulamaları yürüten ve işlemci birimleri, bellek, ve girdi/çıkı kapasitesine sahip fiziksel bir bilgisayardır. Rafların, blade kasalarının ve diğer benzer ekipmanın kullanılması durumunda, gerekli bileşenlere sahip her bir ayrılabılır fiziksel aygıt (örneğin: bir blade aygıtı veya rafa monte edilen bir aygıt) kendi başına ayrı bir sunucu olarak değerlendirilir. Bir sanal sunucu, fiziksel bir sunucunun kullandığı kaynakların bölümlere ayrılmasıyla oluşturulan sanal bir bilgisayar ya da bölümlere ayrılmış olmayan fiziksel bir sunucudur. Lisans Alan Taraf, sanal sunucu içinde bulunan işlemci çekirdeklerinin sayısı veya bu Programın sanal sunucu üzerinde çalıştırılan kopyalarının sayısı dikkate alınmaksızın bu Program tarafından kullanılan her bir sunucu için Sanal Sunucu yetkilerini edinmelidir.

Genel Ücret Koşulları

1. Birikerek Artan Yetkiler

Bu Programın lisanslanmasında Kullanıcı Değer Birimi (UVU) ve Sanal Sunucu yetkileri birbirine alternatif olarak kullanılacak lisanslama esasları değildir. Lisans Alan Tarafın bu Programın kullanıcılarını kapsayacak şekilde yeterli sayıda Kullanıcı Değer Birimi (UVU) yetkisinin yanı sıra, ilgili sunucular için uygun sayıda Sanal Sunucu yetkisini de edinmesi gerekir.

2. Kullanıcı Değer Birimi (UVU) Lisanslaması

Kullanıcı Değer Birimi (UVU) hesaplamalarında geçerli olan kullanıcı bir Çalışandır. Çalışan, Lisans Alan Tarafın Teşebbüsünde istihdam edilen benzersiz bir kişi veya bu Programa herhangi bir araç ile (örneğin: bir çoklayıcı program, aygıt veya uygulama sunucusu aracılığıyla) herhangi bir şekilde doğrudan veya dolaylı olarak erişebilen ve ücreti Lisans Alan Tarafın Teşebbüsü tarafından ödenen ya da Lisans Alan Tarafın Teşebbüsü adına davranan benzersiz bir kişidir. Bir Çalışana ilişkin yetki, söz konusu Çalışana özeldir ve paylaşılamayacağı gibi, yetkisinin kalıcı olarak başka bir kişiye devredilmesi dışında, ilgili kullanıcıdan başka kullanıcılara atanamaz.

Kullanıcı Değer Birimi (UVU) Dönüştürme Tablosu

1 - 2.500 Kullanıcı için: Her Kullanıcı için = 1,0 Kullanıcı Değer Birimi (UVU)

2.501 - 10.000 Kullanıcı için: 2.500 Kullanıcı Değer Birimi (UVU) artı 2.500'ün üzerinde Kullanıcı başına 0,8 Kullanıcı Değer Birimi

10.001 - 50.000 Kullanıcı için: 8.500 Kullanıcı Değer Birimi (UVU) artı 10.000'in üzerinde Kullanıcı başına 0,6 Kullanıcı Değer Birimi

50.001 - 150.000 Kullanıcı için: 32.500 Kullanıcı Değer Birimi (UVU) artı 50.000'in üzerinde Kullanıcı başına 0,4 Kullanıcı Değer Birimi

150.000'den fazla Kullanıcı için: 72.500 Kullanıcı Değer Birimi (UVU) artı 150.000'in üzerinde Kullanıcı başına 0,2 Kullanıcı Değer Birimi

Programa Özgü Koşullar

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Information Center, MQ Resource Adapter ve MQ Explorer da dahil olmak üzere, bu Programın herhangi bir diğer bileşen bölümünü lisanslamak için ayrı sunucu veya istemci yetkileri edinilmesi gerekmez.

2. VMware

Bu Sanal Görüntü, VMware tarafından VMware ESXi lisansınızın bir parçası olarak size lisanslanan VMware Tools paketinin bir kopyasını içerir. VMware Tools paketinin kullanımının söz konusu lisansa bağlı olduğunu anlar ve kabul edersiniz. VMware ESXi yazılımınıza ya da VMware Tools bileşenine ilişkin daha fazla bilgi almak için lütfen şu adresi ziyaret edin: <http://www.vmware.com/>.

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chkconfig
compat-gcc-32
ConsoleKit
coreutils
cronie
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cups
cvs

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dbus-glib
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lzo
lzop
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man
mdadm
megaraid_sas-kmod
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Version 3, 29 June 2007

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Version 3, 29 June 2007

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